

NUMP
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FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

04-10-2000



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

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

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 Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Nuera Communications, Inc

3 2 2000

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Nuera Communications, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 10445 PACIFIC CENTER COURT

Address (line 2) _____

Address (line 3) SAN DIEGO
City

CALIFORNIA
State/Country

92121
Zip Code

- 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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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, D.C. 20231

TRADEMARK
REEL: 002046 FRAME: 0759

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" value="75427404"/>	<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"/>	<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

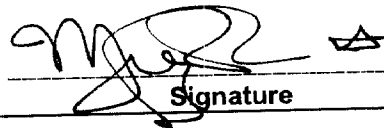
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

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.



Name of Person Signing Signature Date Signed

TRADEMARK ASSIGNMENT

This Assignment is entered into this 2nd day of March 2000, by and between Nuera Communications, a California Corporation having an address of 10445 Pacific Center Court, San Diego, California 92121 (hereinafter "Assignor") and Nuera Communications, a Delaware Corporation having an address of 10445 Pacific Center Court, San Diego, California 92121, United States of America (hereinafter "Assignee").

WHEREAS Assignor has US Trademark Application No. 75/427,404 filed February 2, 1998 for the trademark "NUERAVIEW" and common law rights to the trademark, both hereinafter referred to as "Trademarks"; and

WHEREAS Assignee is interested in acquiring the Trademarks and the goodwill of the business symbolized by the Trademarks.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

(1) Assignor hereby transfers and assigns to Assignee all property, right, title and interest in and to the Trademarks together with the goodwill of the business symbolized by the Trademarks and the right to sue, institute and maintain proceedings for trademark infringement, passing off, unfair competition, or other proceedings of a similar nature, against any party heretofore now or hereafter wrongfully using the Trademarks, and the right to receive damages and other financial remedies in any such proceedings without any further consideration to the Assignor.

(2) Assignor acknowledges Assignee's ownership as set forth in paragraph (1) above and agrees that Assignor will do nothing inconsistent with such ownership, that all use of the Trademarks shall inure to the benefit of and be on behalf of Assignee, and that Assignor will not adopt or use any confusingly similar mark.

(3) Assignor agrees to execute, acknowledge and deliver such assignments, other instruments of transfer and other documents as Assignee may reasonably request from time to time in order to evidence, record or otherwise perfect Assignee's interest in the Trademarks. Assignor further agrees to reasonably assist Assignee in recording said documents and this Assignment with the appropriate entities and in defending any attacks on the mark, at the request and expense of Assignee.

IN WITNESS WHEREOF, the parties hereby execute this Assignment effective on the day and year first above written.

Assignor:

Assignee

Nuera Communications, Inc.

Nuera Communications, Inc.

Michael Rinehart
Name: Michael Rinehart
Title: Secretary

Michael Rinehart
Name: Michael Rinehart
Title: CFO

Date: 3 March 2000

Date: 3 March 2000