

05-11-2000

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



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

MKD  
4.24.00

### 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
- 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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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

#### FOR OFFICE USE ONLY

05/10/2000 JSHABAZZ 00000153 75570092

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

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REEL: 002069 FRAME: 0935

**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="75570092"/>	<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): \$

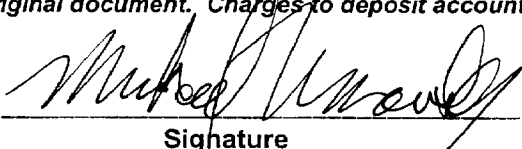
Method of Payment: Enclosed  Deposit Account

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.*

MICHAEL S. UMANSKY 

Name of Person Signing Signature Date Signed

# SCHEDULE A

## FILED MARKS

<u>Mark</u>	<u>Country</u>	<u>Application No.</u>	<u>Reg. No.</u>	<u>Date Filed</u>	<u>Published for Opposition</u>	<u>Reg. Date</u>
DWDN	USA	75/570,092		10/15/98		
DWDN	EU	1138858		4/15/99		

## UNFILED MARKS

### Mark

LamdaGuard Personality

LambdaPath

LambdaView

Sorrento

Sorrento Networks

EPC

ExpressLane Transponder

GigaMan

LambdaManager

LambdaSR

Schedule A-1

LambdaSwitch

Let's Switch on the Light

MagnaLaser

MPLambdaS

PetaMux

Sorrento MPLambdaS

Switching on the Light

TeraMatrix

TeraMatrix 5000

Tera Matrix 1000

ZettaMux

LamdaSmart

Wavelength Smart

Schedule A-2

## TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of 12:01 a.m., the 1st day of February, 2000 by and between Meret Communications, Inc., a California corporation having its principal office at 9990 Mesa Rim Road, San Diego, CA 92121 ("Assignor") and Sorrento Networks, Inc., a California corporation having its principal office at 9990 Mesa Rim Road, San Diego, CA 92121 ("Assignee").

WHEREAS, Assignor has adopted, used or has a bona fide intent to use, 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 Contribution Agreement, dated as of the date hereof (as amended, modified, restated or supplemented from time to time, the "Contribution Agreement"), pursuant to which Assignor contributed and assigned certain assets to Assignee;

WHEREAS, pursuant to the Contribution Agreement, Assignor agreed to assign to Assignee all rights, title and interest as Assignor may possess worldwide in and to the trademarks listed in Schedule A annexed hereto ("the Marks"), along with the business to which the Marks pertain, 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 any goodwill associated with and symbolized by the Marks; and

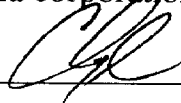
NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee all rights, title and interest as Assignor may possess in and to the Marks worldwide, together with together with the business to which the Marks pertain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

In the event of any conflict between this Trademark Assignment and the Contribution Agreement, the Contribution Agreement shall control.

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the date first written above.

MERET COMMUNICATIONS, INC.,  
a California corporation

By: 

Title: SECRETARY

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]