

11-09-2000



MIP 10-25.00

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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
Effective Date
Month Day Year
- Merger
- 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

- Corporation Association

Other

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.)

- Citizenship/State of Incorporation/Organization

11/09/2000 MTHAI1 00000017 1704122

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 25.00 DP

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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

TRADEMARK
REEL: 002171 FRAME: 0030

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"/> | <input type="text"/> | <input type="text"/> |
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| <input type="text" value="1704122"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="2196201"/> | <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.

Ronald J. Gaboury

10/9/00

Name of Person Signing

Signature

Date Signed

DATED *29th September* 2000

(1) MADGE NETWORKS NV

-and-

(2) MADGE NETWORKS LIMITED

-and-

(3) MADGE NETWORKS (NEW JERSEY) INC

-and-

(4) YORK TEL ACQUISITION CORPORATION

ASSIGNMENT OF TRADEMARKS

**THIS IS A CERTIFIED TRUE
COPY OF THE ORIGINAL**

Joseph Aquino 10/23/00

**Attorney at Law of the
State of New Jersey**

ASSIGNMENT OF TRADEMARKS

DATE: 24th September 2000

BETWEEN:

- (1) **MADGE NETWORKS NV**, a company organised under the laws of the Netherlands whose registered office is at Transpolis Schipol Airport, Polaris Avenue 23, 2132 JH Hoofddorp, the Netherlands ("MNNV");
- (2) **MADGE NETWORKS LIMITED**, a company incorporated in England and Wales whose registered office is at Wexham Springs, Framewood Road, Wexham, Slough SL3 6PJ ("MNL");
- (3) **MADGE NETWORKS (NEW JERSEY) INC**, a Delaware corporation, with principal offices at 625 Industrial Way West, Eatontown, New Jersey, 07724 ("MNNJ"); and
- (4) **YORK TEL ACQUISITION CORPORATION**, a New Jersey corporation, with principal offices at 1 Industrial Way West, Building E, Eatontown, New Jersey 07724 ("York Tel").

WHEREAS

- (A) MNNV is the parent company of both MNL and MNNJ.
- (B) MNNV, MNL or MNNJ are the owners of the Registered Trademarks and the Unregistered Trademarks which are used in connection with the ISDN video networking business (the "Business") carried out by MNNJ.
- (C) By an agreement made on 24th September 2000 (the "Asset Purchase Agreement") MNNJ agreed to sell the Business (apart from the manufacturing function) to York Tel.
- (D) Pursuant to the Asset Purchase Agreement MNNJ agreed to enter, or procure that any of its affiliate companies enter, into an assignment agreement in relation to the trademarks referred to in Recital (B) above, upon the terms and conditions set out below.

NOW IT IS HEREBY AGREED AND DECLARED as follows:-

1. Definitions

- 1.1 In this Assignment except where the context otherwise requires the following terms shall have the following meanings:-

| | |
|---------------------------|---|
| “Closing Date” | as defined in the Asset Purchase Agreement; |
| “Registered Trademarks” | the US registered trademarks CALLVIEW (Reg. No. 1,704,122), ACCESSWARE (Reg. No. 2,196,201) and VIDEOSWITCH (Reg. No. 2,191,611); |
| “Unregistered Trademarks” | the trademarks ACCESSSWITCH, MULTIMEDIA ACD and NETWORKS MANAGEMENT CONSOLE which are not the subject of any registration nor application for registration, |

- 1.2 The singular includes the plural and vice versa.
- 1.3 Unless the context otherwise indicates, references to clauses, sub-clauses, and recitals are to clauses and sub-clauses of, and recitals to this Assignment.
- 1.4 Headings to clauses in this Assignment are included for the purpose of ease of reference only and shall not have any effect on the construction or the interpretation of this Assignment.
- 1.5 References in this Assignment to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

2. Assignment of Trademarks

- 2.1 MNNV, MNL and MNNJ, for good and valuable consideration, receipt of which is hereby acknowledged, HEREBY ASSIGN with full title guarantee to York Tel all right, title and interest in and to the Registered Trademarks and the Unregistered Trademarks TO HOLD the same unto York Tel absolutely.

3. Further Assurance and past infringement

- 3.1 MNNV, MNL and MNNJ shall for a reasonable period following the Closing Date, on the reasonable request of York Tel and at York Tel’s sole expense, enter into such further documentation as York Tel may require in order to protect fully the rights of York Tel pursuant to this Assignment. MNNV, MNL and MNNJ shall have no further obligation to maintain the Registered Trademarks following the expiry of such reasonable period.
- 3.2 In the event that there is any infringement or alleged infringement of the Registered Trademarks or Unregistered Trademarks or any other claim or counterclaim is brought or threatened in respect of the Registered Trademarks

or Unregistered Trademarks in relation to the period prior to the Closing Date York Tel shall, at the request of MNNJ and, subject to MNNJ paying York Tel's reasonable expenses, give full co-operation to MNNJ (including the provision of documentation and making relevant people available) in any action, claim or proceedings brought or threatened in respect of the Registered Trademarks or Unregistered Trademarks.

4. General

- 4.1 If at any time any provision of this Assignment becomes of no effect or unenforceable whether by operation of law or otherwise, this shall not affect the validity of the remainder of the Assignment which shall remain in full force and effect.
- 4.2 This Assignment shall be governed by and construed and interpreted in accordance with English Law and the parties hereby submit to the jurisdiction of the English Courts

IN WITNESS of which the parties have caused this Assignment to be duly executed the day and year first above written

SIGNED by
MADGE NETWORKS N.V.
acting by: *ROBERT MADGE*
CEO - PRESIDENT

)
)
) *Robert Madge*

SIGNED by
MADGE NETWORKS LIMITED
acting by: *CHRIS BRADLEY*
DIRECTOR

)
)
) *C. Bradley*

SIGNED by
MADGE NETWORKS (NEW JERSEY)
INC
acting by: *DAVID ELLIOTT*
GENERAL MANAGER

)
)
) *David Elliott*

SIGNED by
YORK TEL ACQUISITION
CORPORATION
acting by: *ROBERT J. GARBOURY*
President + CEO

)
)
) *Robert J. Garbory*