

FORM F 1618A
Expires Oct. 3/99
OMB 0651-0027

11-20-2000



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office
TRADEMARK

10-17W

COVER SHEET
ONLY

OCT 17

Our Ref: 43772-0000

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 8/1/2000
 Other _____

Conveying Party

____ Mark if additional names of conveying parties attached

Name Amherst International, Inc.

Execution Date
Month Day Year

8/1/2000

Formerly D/B/A Amherst FiberOptics

Individual General Partnership Limited Partnership Corporation Association
 Other

Citizenship/State of Incorporation/Organization Delaware

2000244

Receiving Party

____ Mark if additional names of receiving parties attached

Name Infusion Acquisition Corp.

DBA/AKATA _____

Composed of _____

Address (line 1) 325 Laudermilch Road

Address (line 2) Hershey, Pennsylvania 17033

Address (line 3) _____

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 Delaware

FOR OFFICE USE ONLY

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

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 212-309-7059

Name Elisabeth S. Bradley

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP

Address (line 2) 1800 M Street, N.W.

Address (line 3) Washington, D.C. 20036-5869

Pages Enter the total number of pages of the attached conveyance document including any attachments.

4

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers are 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)

2,000,244

Number of Properties Enter the total number of properties involved. # 1

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 40.00

Method of Payment: Enclosed X Deposit Account _____

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes X 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.

Elisabeth S. Bradley

Name of Person Signing

Elisabeth S. Bradley / CBS

Signature

10/17/00

Date Signed

EXECUTION COPY

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment"), dated as of August 1, 2000, is made by AMHERST INTERNATIONAL, INC. d/b/a AMHERST FIBEROPTICS, a Delaware corporation ("Assignor"), in favor of INFUSION ACQUISITION CORP., a Delaware corporation (the "Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have executed and delivered an Asset Purchase Agreement, dated as of August 1, 2000 (as amended, supplemented or modified from time to time, the "Asset Purchase Agreement"); and

WHEREAS, the Asset Purchase Agreement contemplates that Assignor will assign and transfer to Assignee, all of its right, title and interest in and to the Intellectual Property used in connection with the Business on the attached Schedules A, Schedule B and Schedule C (the "Intellectual Property Assets");

WHEREAS, Assignor owns all right, title and interest in and to the Intellectual Property Assets and the goodwill associated with the scheduled Intellectual Property Assets;

WHEREAS, the Closing under the Asset Purchase Agreement is occurring on the date hereof; capitalized terms not otherwise defined herein are used as defined in the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, its successors and its assigns, forever, Assignor's entire right, title and interest in and to the Intellectual Property Assets, the goodwill associated with the Intellectual Property Assets and the right to recover for damages and profits for past and future infringements.

2. Further Assurances. (a) Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.

(b) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and each official holding a corresponding position of authority

in any country within which Assignor has Intellectual Property Assets, to issue to and to record the title of Assignee as owner of all right, title and interest in and to the Intellectual Property identified in Schedule A, Schedule B and Schedule C it being agreed and understood by the parties hereto that Assignor has no obligation to record this Assignment or to obtain certificates of registration in Assignee's name, that being Assignee's responsibility.

3. Asset Purchase Agreement. The execution and delivery of this Intellectual Property Assignment Agreement by Assignor and Assignee and the operation of any of the terms hereof shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of Assignor or Assignee or any other party to the Asset Purchase Agreement in or under the Asset Purchase Agreement, and such execution, delivery and operation shall not be deemed a modification or amendment of any provision of the Asset Purchase Agreement in any respect.

4. Waivers and Amendments. This Intellectual Property Assignment Agreement may be amended, modified or supplemented, and any terms hereof may be waived, only by a written instrument executed by the parties hereto.

5. Counterparts. This Intellectual Property Assignment Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. Headings. Section headings contained in this Intellectual Property Assignment Agreement are for convenience of reference only and shall not be deemed a part of or to affect the meaning or interpretation of this Agreement or any term or provision hereof.


7. Successors and Assigns. This Intellectual Property Assignment Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

8. Governing Law. This Intellectual Property Assignment Agreement and its validity, construction and performance shall be governed in all respects by the domestic laws of the State of New York, without giving effect to any choice of law or conflict of law provision (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

[Signature Page to Follow]

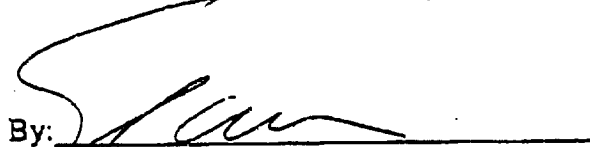
IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of the date first above written.

INFUSION ACQUISITION CORP.

By: 

Name: ROBERT W ACKERMAN
Title: CHIEF EXECUTIVE OFFICER

AMHERST INTERNATIONAL, INC.

By: 

Name:
Title:

TRADEMARK

SCHEDULE B

Trademarks

Mark	Serial No. Reg. No.	Filing Date Reg. Date	Country	Status
AMHERST FIBER OPTICS	2,000,344	September 10, 1996	United States	Registered