

04-19-2001

Keep within borders

TRADEMARKS ONLY

TRADEMARKS ONLY

4/2/01

To  
Pkt



ks  
of.

101679145

2. Name and Address of Interest:  
Name: **WCS Acquisition Subsidiary Inc.**

Address: 39745 Eureka Drive  
Newark, CA 94560

Entity:

Individual(s)  Association  
 Corporation-State  General Partnership  Limited Partnership  
 Other: Company

Citizenship: **Delaware**

If not domiciled in the United States, a domestic representative designation is attached:

Yes  
 No

(The attached document must **not** be an assignment)

ASSIGNMENT SERVICES  
DIVISION  
MAY 11 2001 11 49 19

1. Name of Party(ies) conveying an interest:

**Woodwind Communications Systems, Inc.**

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State **Delaware**  
 Other

3. Interest Conveyed:

Assignment  Change of Name  
 Security Agreement  Merger  
 Other

Execution Date: **February 27, 2001**

4. Application number(s) or registration number(s). Additional sheet attached?  Yes  No

A. Trademark Application No.(s)

76085481

B. Trademark Registration No.(s)

2181238  
2224631  
2272602

5. Please mail documents back to:

**Calendar/Docketing Dept.  
Pillsbury Winthrop LLP  
Post Office Box 7880  
San Francisco, CA 94120**

6. Number of applications and registrations involved: 4

7. Amount of fee enclosed: \$ 115.00

8. If above amount is missing or inadequate, charge deficiency to our **Deposit Account No. 03-3975** under Order No. **090404-1100001/RLK/LCG/NLK**.

04/19/2001 LABELLER 01000007 76085481

01 760481 40.00 UP  
02 760482 75.00 UP

DO NOT USE THIS SPACE

9. 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.

Signature

Total number of pages including cover sheet, attachments and document. (excluding duplicate cover sheet)

5

Attorney: **Laura C. Gustafson**  
Date: **March 30, 2001**  
Atty/Sec: \_\_\_\_\_

Tel: **(415) 983-1353**  
Fax: **(415) 983-1200**

### TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT made as of February 17, 2001 by and among WOODWIND COMMUNICATIONS SYSTEMS, INC., a Delaware corporation (the "Assignor") and WCS ACQUISITION SUBSIDIARY INC., a Delaware corporation (the "Assignee").

Assignor owns all right, title and interest to certain trademarks, the applications and/or registrations for which are set forth in SCHEDULE A (collectively, the "Trademarks"). Assignor wishes to assign all right, title and interest to the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign to Assignee, its successors, assigns and legal representatives, the entire, full and exclusive right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks and any applications and/or registrations therefor, and the right (but not the obligation) to assert the Trademarks and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the- world by reason of any past and future acts of infringement that have occurred or may occur.

Assignor

WOODWIND COMMUNICATIONS SYSTEMS, INC.

By: Richard Bergeron  
Name: Richard Bergeron  
Title: CEO and President

Assignee

WCS ACQUISITION SUBSIDIARY, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT made as of February 27, 2001 by and among WOODWIND COMMUNICATIONS SYSTEMS, INC., a Delaware corporation (the "Assignor") and WCS ACQUISITION SUBSIDIARY INC., a Delaware corporation (the "Assignee").

Assignor owns all right, title and interest to certain trademarks, the applications and/or registrations for which are set forth in SCHEDULE A (collectively, the "Trademarks"). Assignor wishes to assign all right, title and interest to the Trademarks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby assign to Assignee, its successors, assigns and legal representatives, the entire, full and exclusive right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks and any applications and/or registrations therefor, and the right (but not the obligation) to assert the Trademarks and to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

Assignor

WOODWIND COMMUNICATIONS SYSTEMS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Assignee

WCS ACQUISITION SUBSIDIARY, INC.

By: \_\_\_\_\_  
Name: Stan Kazmierczak  
Title: Treasurer

SCHEDULE A

Marks

WOODWIND COMMUNICATIONS U.S. Serial # 75/168601, September 19, 1996

DATAFLUTE U.S. Serial # 75/168602, September 19, 1996

LEADING THE DIGITAL MIGRATION U.S. Serial # 75/168603, September 19, 1996

DISTRIBUTED CENTRAL OFFICE U.S. Serial # 76085481, July 7, 2000

Document #: 1119007 v 2