

REC

07-18-2001

SHEET

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To the Honorable Commissioner

ached original documents or copy thereof.

101781520

1. Name of conveying party(ies)
Hayes Microcomputer Products

7.12-6)

2. Name and address of receiving party(ies)

Name: ZOOM Telephonics, Inc.

Internal Address:

Street Address: 207 South Street

City: Boston State: MA ZIP: 02111

- Individual Association
- General Partnership Limited Partnership
- Corporation - State of Delaware
- Other

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

Execution Date: March 29, 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,197,778 1,300,249 1,778,792
 1,197,779 2,047,187 2,015,374
 1,300,248 1,894,907

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John L. DuPré

Internal Address:

Hamilton, Brook, Smith & Reynolds, P.C.

Street Address: Two Militia Drive

City: Lexington State: MA ZIP: 02421-4799

6. Total number of applications and registrations involved: [8]

7. Total Fee (37 C.F.R. 3.41)..... \$ 215.00

- Enclosed
- Authorized to charge any deficiencies or credit any overpayment to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

08-0380

(Attach duplicate copy of this page if paying by deposit account)

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.

John L. DuPré

Name of Person Signing

John L. DuPré
Signature

7/9/01
Date

07/17/2001 DBYRNE 00000141 1197778

Total number of pages including cover sheet, attachments, and document: [7]

01 EC:1481
02 FC:482

173.09

TRADEMARK
REEL: 002330 FRAME: 0001

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS ("Assignment") is made and dated as of March ~~29~~²⁷, 1999 (the "Effective Date") and is made by HAYES MICROCOMPUTER PRODUCTS, INC., a Delaware corporation with its principal executive offices located at 1300 Quince Orchard Boulevard, Gaithersburg, Maryland 20878, and its affiliated debtors and debtors in possession (collectively, "Assignor"); to ZOOM TELEPHONICS, INC., a Delaware corporation with its principal executive offices located at 207 South Street, Boston, Massachusetts 02111 ("Assignee").

WHEREAS, on or about October 9, 1998, Assignor filed for reorganization under Chapter 11 of Title 11 of the United States Bankruptcy Code, Case No. 98-2276 to 98-2281 (MWF), in the United States Bankruptcy Court for the District of Delaware (the "Court"); and

WHEREAS, pursuant to an order of the Court dated February 22, 1999, the Company has today entered into an Asset Purchase Agreement with Assignee (the "Agreement") for the sale of certain of Assignor's assets to Assignee; and

WHEREAS, among the assets of Assignor sold to Assignee under the Agreement are certain trademark registrations and applications as identified on Exhibit A attached hereto and incorporated herein (the "Marks"); and

WHEREAS, Assignor is the sole and exclusive owner of all worldwide rights, title and interest in, to and under the Marks; and

WHEREAS, Assignee wishes to acquire and cause Assignor to assign to it and Assignor wishes to assign to Assignee, all worldwide right, title and interest in, to and under the Marks, as more fully set forth below.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, the entire worldwide right, title and interest in, to and under the Marks, together with all similar variations or combinations thereof and all goodwill associated with any products heretofore sold or services offered or provided, and business heretofore conducted thereunder, for its own use and enjoyment, and the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all income, royalties, damages or payments due or payable on the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks and any appropriate foreign authority, as applicable, to record Assignee as owner of the Marks and to issue any registrations thereon to Assignee, as Assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

Assignor hereby represents and warrants that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide Assignee, its successors and assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense: (1) in the prosecution or defense of any infringement or other proceedings that may arise in connection with the Marks assigned hereby; (2) in obtaining any additional protection that Assignee may reasonably deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any other country or jurisdiction, pertaining to the registration, use and ~~protection~~ worldwide of the Marks; and (3) in implementing and effecting the purpose of this Assignment.

This Assignment may be executed in any number of counterparts all of which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by the undersigned officer thereunto duly authorized this ___ day of March, 1999.

ASSIGNOR.
HAYES MICROCOMPUTER PRODUCTS, INC.

By: 

Name: Morton P. Levine

Title: Trustee-in-Bankruptcy

SCHEDULE

The Marks

Existing Customers:

Most PC Industry distributors. (These can be supplied upon request.)

- Major Retail, Mass Merchant, and Mail Order customer (These may be supplied upon request.)

Target Accounts:

As above.

Hard Assets:

- Development and Test equipment *— included?*
- Raw and Finished Goods – See Inventory Exhibit
- Manufacturing related Hardware – See Hardware Exhibit

North / Central / South America Analog Modem Trademarks:

Hayes Trademark	Countries Registered	Where	Expiration Date
"H" Logo	Argentina		29-Sep-05
	Brazil		27-Mar-00
	Canada		30-Mar-99
	Colombia		8-May-03
	United States (#1,197,778)		15-Jun-02
	United States (#1,197,779)		15-Jun-02
Hayes, Hayes (Stylized)	(Block), Hayes Argentina		18-Feb-07
		Brazil (Block)	27-Mar-00
		Brazil (Stylized)	27-Mar-00
		Canada	27-Dec-00
		Colombia	08-May-03
		United States(Block)	16-Oct-04
		United States (Stylized)	16-Oct-04
	Venezuela	16-May-01	
Logo with Hayes and	Argentina		05-Feb-07
	Brazil		27-Mar-00
	Canada		05-Sep-01
	Colombia		13-Dec-04
OPTIMA	United States		25-Mar-07

Hayes Trademark	Countries Registered	Where Expiration Date
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Practical Peripherals and Design	State of California and United States	04-Sep-04 30-May-05
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Practical Peripherals		23-May-05
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Practical Modem 1200		22-Aug-05
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EZ-Port Used With Practical Branded Products		20-Feb-06
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EZjack		21-Jan-07
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ACCURA		29-Jun-03
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Cardinal Connecta	United States	08-Sep-08
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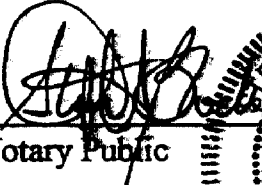
Cardinal & Design	United States	12-Nov-06
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Cardinal	United Kingdom	16-Apr-06
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STATE OF Georgia

COUNTY OF Fulton

On this, the 30 day of June 1999, before me, a Notary Public, personally appeared Morton P. Levine, who acknowledged himself to be the Trustee-in-Bankruptcy of HAYES MICROCOMPUTER PRODUCTS, INC., a Delaware corporation, and that he as such Trustee-in-Bankruptcy, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as the Trustee-in-Bankruptcy.



Notary Public

My Commission Expires: _____

