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Patent and Trademark Office  
RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

Form PTO-1595  
1-31-92

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Alcatel USA, Corp.

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

Additional name(s) of conveying party(ies) attached?  
 yes     no

*19/18/01*

2. Name and address of receiving party(ies):

Name: Saft Newco Inc  
Internal Address:  
Street Address: 711 Industrial Blvd.  
Valdosta, GA 31601

City                      State                      Zip

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

Additional name(s) & address(es) attached?  
 Yes     No

3. Nature of Conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other

Execution Date: December 31, 1995

4. Application number(s) or registration number(s): 1,177,039

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
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Additional numbers attached?  Yes  No

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

Leigh Ann Lindquist  
SUGHRUE, MION, ZINN, MACPEAK & SEAS  
2100 Pennsylvania Avenue, N.W.  
Washington, D.C. 20037-3202

6. Total number of applications and registration involved: 1

7. Total Fee (37 CFR 3.41): \$ 40.00  
 Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 19-4880.  
 Authorized to be charged to Deposit Account

8. Deposit Account No. : \_\_\_\_\_  
(Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN 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.

*Leigh Ann Lindquist*  
Leigh Ann Lindquist

*19 SEPTEMBER 2001*  
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET, ATTACHMENTS AND DOCUMENT:

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

09 SEP 2001 10:42:11 0000142 1177039

01 SEP 2001 10:42:11 49.00 DP

BILL OF SALE, ASSIGNMENT  
AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT is made and entered into the 31st day of December, 1995 by and between ALCATEL USA, CORP., a Delaware corporation ("AUSA") and SAFT NEWCO INC., a Delaware corporation ("New SAI").

WHEREAS, immediately prior to the effective time of this Agreement, AUSA acquired all rights, privileges, assets, liabilities, obligations and commitments of SAFT AMERICA INC. ("SAI") pursuant to that certain Agreement of Merger between AUSA and SAI dated as of the 31st day of December, 1995 (the "SAI Business"); and

WHEREAS, prior to the effective time of this Agreement, New SAI was incorporated; and

WHEREAS, AUSA desires to transfer the SAI Business to New SAI, and New SAI desires to accept the SAI Business from AUSA, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions contained herein, and intending to be legally bound, AUSA and New SAI hereby agree as follows:

1. Transfer of Assets. AUSA hereby grants, bargains, sells, assigns, conveys, transfers, delivers and sets over unto New SAI and its successors and assigns, all right, title and interest of AUSA in and to any and all assets, rights and privileges of or relating to the SAI Business (the "Transferred Assets") to have and to hold all right, title and interest in and to the Transferred Assets hereby granted, bargained, sold, assigned, conveyed, transferred, delivered and set over unto New SAI its successors and assigns for their own use and benefit forever.

2. Delegation of Obligations. AUSA hereby delegates and transfers all liabilities, obligations and commitments of or relating to the SAI Business (the "Assumed Liabilities") to New SAI and assigns, conveys and transfers to New SAI all right, title and interest of AUSA under or with respect to the Assumed Liabilities.

3. Assumption of Obligations. New SAI hereby accepts and assumes such delegation and transfer of the Assumed Liabilities and agrees to pay, perform and discharge the Assumed Liabilities as and when due and accepts the assignment of all right, title and interest of AUSA under or with respect to the Assumed Liabilities.

4. Indemnity. New SAI hereby agrees to indemnify and hold harmless AUSA, its officers, directors, employees and agents (each an "Indemnified Party") at all times after the date of this Agreement from and against any and all losses, liabilities, damages, deficiencies, penalties, fines, assessments, judgments, costs and expenses including, without limitation, legal fees and expenses, expert fees, court costs and other costs of investigation and defense, suffered or incurred by any Indemnified Party as a result of or arising out of (i) any liability or obligation of SAI assumed by or imposed upon AUSA in connection with the merger of SAI with and into AUSA pursuant to that certain Agreement of Merger dated as of December 31, 1995 between AUSA and SAI, or (ii) any claim by any person other than SAFT, S.A., that such person was a stockholder of SAI at the time of such merger of SAI with and into AUSA.

5. Transfer of Contracts to New SAI.

(a) Cooperation. AUSA and New SAI will cooperate with each other in obtaining any consent, approval or novation necessary or appropriate in connection with the assignment or transfer pursuant hereto of all rights, liabilities and obligations originally belonging to SAI under any and all contracts and agreements of SAI (the "Contracts") to New SAI effective as of the Effective Time.

(b) Government Contracts. The parties acknowledge that, in accordance with FAR § 42.1204, AUSA (the surviving corporation by operation of law as a result of the merger of SAI into AUSA and, thus, the contractor by operation of law with respect to SAI contracts with the United States) and New SAI may be required to enter into a novation agreement or agreements with the United States government procuring agencies in connection with the transfer of all rights, liabilities and obligations originally belonging to SAI under any government Contracts to New SAI. With respect to any such government Contracts that cannot be assigned or transferred to New SAI or novated, if required, by the Effective Time, the parties will enter subcontracts in the form attached hereto under which New SAI will be a subcontractor until such Contracts are formally novated and/or assignments recognized by the United States. New SAI, as subcontractor, shall perform such government Contracts in accordance with their terms, and AUSA shall, as soon as practicable, pay over to New SAI in full any amounts received by AUSA, as surviving corporation, as a result of the performance by New SAI of such government Contracts. If a subcontract arrangement is not approved by the government where required, then AUSA and New SAI shall negotiate in good faith between themselves and with the United States to reach another satisfactory arrangement acceptable to them and to the United States.

(c) Leases. If, as of the Effective Time, a necessary consent or approval to assign or transfer all rights, liabilities and obligations originally belonging to SAI under any Contract which is a lease to New SAI has not been obtained, then, if

permitted pursuant to the terms of such lease, AUSA shall sublease the property subject to such Contract to New SAI pursuant to a sublease agreement, the terms and conditions of which shall be in all respects the same as the terms and conditions in the principal Contract.

(d) Other Contracts. With respect to any Contract (other than government Contracts or Contracts which are leases) for which the consent or approval of another party thereto, or a novation thereof, is required to assign or transfer all of the rights, liabilities or obligations originally belonging to SAI thereunder to New SAI and, such consent, approval or novation is not obtained prior to the Effective Time, AUSA and New SAI shall negotiate in good faith thereafter in an attempt to reach a mutually satisfactory agreement, such as a subcontract or other arrangement, whereby New SAI will be able to enjoy the benefits (including the economic benefits), and AUSA will be protected from the obligations, under each such Contract during the period following the Effective Time.

(e) Bids. As of the Effective Time, all bids, quotations and proposals made in the ordinary course of the SAI Business shall be transferred to New SAI to the extent permitted by law. AUSA and New SAI shall cooperate with each other and use their best efforts to preserve such bids, quotations and proposals and to facilitate the award thereof consistent with applicable legal requirements. Any contracts awarded to AUSA or any of its affiliates pursuant to such bids, quotations and proposals shall be deemed to be transferred to New SAI.

6. Further Assurances. The transaction contemplated hereby shall be deemed to have occurred as of the Effective Time and shall be treated as such by the parties hereto for all purposes. If at any time after the Effective Time New SAI shall consider or be advised that any further deeds, assignments, assurances or any other acts are necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in New SAI the title to any property or right related to the SAI Business acquired or to be acquired by New SAI by reason, or as a result, of the transaction contemplated hereby, AUSA agrees that its officers shall execute and deliver all such deeds, assignments and assurances and do all acts necessary, desirable or proper to vest, perfect or confirm title to such property or right in New SAI.

7. Entire Agreement. This Agreement supersedes all prior discussions and agreements among the parties with respect to the subject matter hereof and contains the sole and entire agreement among the parties hereto with respect to the subject matter hereof.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware applicable to a contract executed and performed in such State,

without giving effect to the conflicts of laws principles thereof.

9. Effective Time. This Agreement shall be effective as of 9:01 p.m., Delaware time, on December 31, 1995 (the "Effective Time").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ALCATEL USA, CORP., a Delaware corporation

By: \_\_\_\_\_  
Name: James E. Terrell  
Title: Secretary

SAFT NEWCO INC., a Delaware corporation

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

without giving effect to the conflicts of laws principles thereof.

9. Effective Time. This Agreement shall be effective as of 9:01 p.m., Delaware time, on December 31, 1995 (the "Effective Time").

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ALCATEL USA, CORP., a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SAFT NEWCO INC., a Delaware corporation

By: F.D. Westfall Jr.

Name: F.D. Westfall Jr.

Title: President / CEO