

10-17-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

1. Name of conveying party(ies):

Comdisco, Inc.

10/05/01

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

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

2. Name and address of receiving party(ies)

Name: Sonus Networks, Inc.

Internal Address:

Street Address: 5 Carlisle Road

City: Westford State: MA Zip: 01886

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: July 31, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,293,059

1,994,786

Additional number(s) attached Yes No

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

Name: Sarah J. Moskowitz, Esq.

Internal Address: Bingham Dana LLP

Street Address: 150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

500927

(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.

Sarah J. Moskowitz Name of Person Signing

Signature

10/5/01 Date

Total number of pages including cover sheet, attachments, and document: 5

10/16/2001 DBYRNE 00000010 2293059

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40.00 OP 25.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, Comdisco, Inc., a corporation organized and existing under the laws of the State of California, having a place of business at 3000 Sand Hill Road, Menlo Park CA (the "Assignor"), has a security interest in the trademarks and service marks (and the goodwill associated therewith) and in the registrations and pending registration applications for such marks (the "Marks") in the United States Patent and Trademark Office ("PTO") identified on Exhibit A pursuant to a Security Agreement and as recorded in the PTO on February 2, 2000 at Reel 2034/Frame 0175;

WHEREAS, Imperial Bank, a corporation organized and existing under the laws of the State of California, having a place of business at 226 Airport Parkway, San Jose CA 95110 ("Imperial Bank") and Imperial Creditcorp, a corporation organized and existing under the laws of the State of California, having a place of business at 411 Borel Avenue, Suite 425, San Mateo, CA 94402 ("Imperial Creditcorp") previously held security interests in (i) the Marks recorded with the PTO on October 28, 1999 at Trademark Reel 1988/Frame 0834 and on September 29, 2000 at Trademark Reel 2161/Frame 0335, and (ii) all of the other assets of Linguateq Incorporated, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 1501 Farm Credit Drive Suite 4400, McLean, VA 22102, ("Linguateq");

WHEREAS, Imperial Bank and Imperial Creditcorp have each assigned to the Assignor all of their respective right, title and interest in and to the Marks and the other assets of Linguateq pursuant to, inter alia, Assignments of Security Interests in Trademarks and Service Marks of even date herewith;

WHEREAS, Linguateq is in default of certain obligations to the Assignor;

WHEREAS, the Assignor has elected to conduct a private foreclosure sale of the assets of Linguateq, including the Marks, to Sonus Networks, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 5 Carlisle Road, Westford MA (the "Assignee"), pursuant to that certain Foreclosure Sale Agreement, of even date herewith, between the Assignor and Linguateq, and Linguateq has agreed to support such private foreclosure sale, pursuant to that certain Peaceful Foreclosure Agreement, of even date herewith, among the Assignor, Linguateq and the Assignee; and


WHEREAS, the Assignee desires to acquire the Marks (and associated goodwill) and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as of July 31, 2001, the Assignor does hereby assign, sell and transfer to the Assignee, and does hereby confirm the assignment, sale and transfer unto the Assignee of, all of the Assignor's right, title and interest in and to the the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover

for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, as of the 31st day of July 2001.

COMDISCO, INC.

By: 
Name: Victor Hanna
Title: Vice President

STATE OF CALIFORNIA)
)ss.
COUNTY OF SANTA CLARA

On this the 21st day of AUGUST, 2001, before me appeared VICTOR HANNA, the person who signed this instrument, who acknowledged that (s)he is the VICE PRESIDENT of COMDISCO VENTURES and that (s)he signed such instrument as a free act on behalf of COMDISCO, INC.



Notary Public



My commission expires:

Exhibit A

<u>Trademark or Service Mark</u>	<u>Registration or Application or No.</u>	<u>Filing or Registration Date</u>
1. Linguateq	2293059	11/16/99
2. Introspect	1,994,786	8/20/96

ACKNOWLEDGMENT AGREEMENT

This AGREEMENT (the "Agreement") is entered into as of July 31, 2001, by and among LINGUATEQ INCORPORATED, a Delaware corporation ("Linguateq"); COMDISCO, INC., a Delaware corporation ("Comdisco"); and SONUS NETWORKS, INC., a Delaware corporation ("Sonus").

WHEREAS, Linguateq and Imperial Bank, a California corporation ("Imperial Bank"), entered into that certain Credit Terms and Conditions dated October 19, 1999 (along with the Commitment Letters attached thereto dated August 17, 1999 and October 12, 1999), as amended by the Second Amendment to Credit Terms and Conditions dated August 24, 2000 and the Third Amendment to Credit Terms and Conditions dated February 23, 2001, which along with the following related documents collectively constitute the "Imperial Bank Loan Agreements" and pursuant to which Imperial Bank made a loan to Linguateq, which loan is secured by all of Linguateq's personal property (the "Imperial Bank Secured Debt"), including, without limitation, security interests in certain patents and trademarks granted pursuant to those certain Patent and Trademark Agreements recorded by the U.S. Patent and Trademark Office on October 27, 1999, at Reel 010340 and Frame 0069, on October 28, 1999, at Trademark Reel 1988 and Frame 0834, and those certain Notices of Recordation of Assignment Documents dated January 28, 2000 and February 15, 2000 (collectively, the "Imperial Bank Patent and Trademark Agreements");

WHEREAS, pursuant to that certain Assignment Agreement of even date herewith between Imperial Bank and Comdisco, Imperial Bank has transferred to Comdisco all of Imperial Bank's right, title and interest in the Imperial Bank Secured Debt, the Imperial Bank Loan Agreements, and all collateral security granted by Linguateq to Imperial Bank to secure the Imperial Bank Secured Debt, including the Imperial Bank Patent and Trademark Agreements;

WHEREAS, Linguateq and Imperial Creditcorp, a California corporation ("Imperial Credit"), entered into that certain Loan and Security Agreement dated September 8, 2000, which along with the following related documents collectively constitute the "Imperial Credit Loan Agreements" and pursuant to which Imperial Credit made a loan to Linguateq, which loan is secured by all of Linguateq's personal property (the "Imperial Credit Secured Debt"), including, without limitation, security interests in certain patents and trademarks granted pursuant to those certain Patent and Trademark Agreements recorded by the U.S. Patent and Trademark Office on September 29, 2000, at Reel 011159 and Frame 0208 and at Trademark Reel 2161 and Frame 0335 (collectively, the "Imperial Credit Patent and Trademark Agreements");

WHEREAS, pursuant to that certain Assignment Agreement of even date herewith between Imperial Credit and Comdisco, Imperial Credit has transferred to Comdisco all of Imperial Credit's right, title and interest in the Imperial Credit Secured Debt, the Imperial Credit Loan Agreements, and all collateral security granted by Linguateq to Imperial Credit to secure the Imperial Credit Secured Debt, including without limitation the Imperial Credit Patent and Trademark Agreements;

WHEREAS, Linguateq is in default of its obligations to Comdisco with respect to each of the Imperial Bank Secured Debt and Imperial Credit Secured Debt (collectively, the "Secured Debts"), and under each of the Imperial Bank Loan Agreements and the Imperial Credit Loan Agreements (collectively, the "Loan Agreements"), and all obligations under the Secured Debts and Loan Agreements collectively referred to as the "Obligations"), and all of such Obligations have been accelerated and are now immediately due and payable;

WHEREAS, Comdisco has elected to conduct a private foreclosure sale of the assets of Linguateq, in the exercise of its default remedies under the Loan Agreements, and to sell such assets by private sale upon the terms and conditions set forth in that certain Foreclosure Sale Agreement between Comdisco and Sonus of even date herewith (the "Foreclosure Sale," and the "Foreclosure Sale Agreement," respectively), the assets to be sold to Sonus in connection with the Foreclosure Sale Agreement being more fully identified therein and referred to therein and herein as the "Transferred Assets;" and

WHEREAS, Linguateq has determined that the Foreclosure Sale is in its best interests and the best interests of the creditors of Linguateq, and has determined to support the sale of the Transferred Assets to Sonus; and

WHEREAS, in order to facilitate the sale of the Transferred Assets in accordance with the Foreclosure Sale Agreement, and upon the conditions provided herein and in that certain Peaceful Foreclosure Agreement among Linguateq, Sonus and Comdisco of even date herewith (the "Peaceful Foreclosure Agreement") and subject to the terms hereof and thereof, Linguateq has agreed to facilitate the sale and to cooperate with Comdisco and Sonus in connection therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

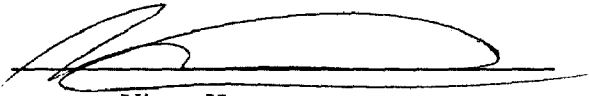
1. Linguateq confirms its consent to the sale by Comdisco to Sonus of the Transferred Assets upon the terms and conditions set forth in the Foreclosure Sale Agreement.
2. Linguateq acknowledges and agrees, and confirms its agreements set forth in the Peaceful Foreclosure Agreement, that the following are true and correct as of the date of this Agreement:
 - a. That Comdisco holds a valid, perfected security interest in all of the assets of Linguateq including, but not limited to, the Transferred Assets being sold to Sonus, including without limitation the patents, patent applications, trademarks, trademark registrations, and trademark registration applications;
 - b. That Linguateq has defaulted under the Obligations to Comdisco (including those assigned to Comdisco by Imperial Bank and

Imperial Credit), that there are one or more Events of Default under and as defined in each of the respective Loan Agreements, and that all of the Obligations have been accelerated and are now immediately due and payable; and

- c. That Comdisco is entitled to exercise its default remedies against Linguateq, including, without limitation, its rights of private sale of the collateral as provided by the Foreclosure Sale Agreement.
3. This Agreement is executed and delivered pursuant to and in furtherance of the Peaceful Foreclosure Agreement and the other documents (together, the "Transaction Documents") executed and delivered in connection with the purchase of certain assets and intellectual property of Linguateq by Sonus. This Agreement does not alter, amend or change the provisions of the Transaction Documents. The terms and conditions of the Peaceful Foreclosure Agreement and other Transaction Documents shall govern the rights, covenants, representations and warranties and other obligations of the parties set forth herein. To the extent that the provisions of this Agreement conflict or are inconsistent with the terms of the Transaction Documents, the terms of the Transaction Documents shall govern.
4. This Agreement may be executed in counterparts which, taken together, shall constitute one and same agreement.

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

COMDISCO, INC.

By 
Name Victor Hanna
Title Vice President

LINGUATEQ INCORPORATED

By _____
Name _____
Title _____

SONUS NETWORKS, INC.

By _____
Name _____
Title _____

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

COMDISCO, INC.

By _____
Name _____
Title _____

LIGUATEQ INCORPORATED

By John O. May
Name John O. May
Title CEO

SONUS NETWORKS, INC.

By _____
Name _____
Title _____

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

COMDISCO, INC.

By _____
Name _____
Title _____

LINGUATEQ INCORPORATED

By _____
Name _____
Title _____

SONUS NETWORKS, INC.

By Melinda Brown
Name Melinda Brown
Title VP + General Counsel