

03-12-2002



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

12-26-01

Form PTO-159  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings

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

1. Name of conveying party(ies):

ADC Telecommunications, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Axcera, LLC

Internal Address:

Street Address: 103 Freedom Drive, P.O. Box 525

City: Lawrence State: PA Zip: 15055

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designator 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: December 6, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Please see attached Exhibit 1

Additional number(s) attached  Yes  No

76002100

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

Name: Mark Misaghi

Internal Address: Legal Department

Platinum Equity, LLC

Street Address: 2049 Century Park East

Suite 2700

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Mark Misaghi

December 21, 2001

Name of Person Signing

Signature

Date

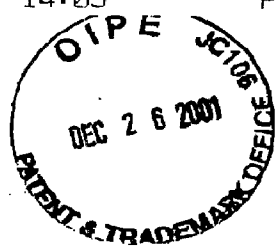
6

12/28/2001 BRYRNE 00000186 76002100

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

01 FC:481  
02 FC:482

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

EXHIBIT 1U.S. Trademark Registrations

|    | <u>Mark</u>    | <u>Registration No.</u> | <u>Registration Date</u> |
|----|----------------|-------------------------|--------------------------|
| 1. | AXITY          | 76/002100               | March 13, 2000           |
| 2. | FILTERPLEXER   | 1770759                 | May 11, 1993             |
| 3. | INNOVATOR      | 75/466601               | April 13, 1998           |
| 4. | ITS            | 1700378                 | July 14, 1992            |
| 5. | SEE THE FUTURE | 75/467228               | April 13, 1998           |
| 6. | SPECTRASTAR    | 76/017776               | April 5, 2000            |
| 7. | VISIONARY      | 2307070                 | January 11, 2000         |

## **ASSIGNMENT OF TRADEMARKS**

WHEREAS, ADC Telecommunications, Inc., a Minnesota corporation ("Assignor"), is the exclusive owner of the entire right, title and interest in and to all of the Trademarks listed on Appendix A (which Appendix is attached hereto and incorporated (collectively, the "Trademarks").

WHEREAS, pursuant to that certain Membership Interests Purchase Agreement (the "Purchase Agreement") dated July 31, 2001, by and among Assignor and APD Holdings, LLC, a Delaware limited liability company ("APD"), Assignor has agreed to assign and transfer to Axcera, LLC ("Assignee"), a wholly owned subsidiary of APD, and Assignee has agreed to acquire, all of the right, title and interest of Assignor in and to the Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns and transfers nunc pro tunc as of the "Closing Date" (as defined in the Purchase Agreement):

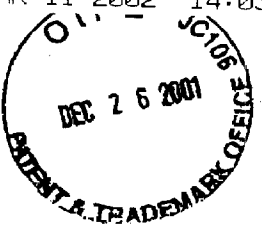
(a) the entire and exclusive right, title and interest of Assignor in and to the Trademarks; and

(b) the sole right to enforce the Trademarks, including, without limitation, the right to sue for and recover for Assignee's own use accrued profits and damages for any and all infringements thereof, including, without limitation, past infringements, with respect to which Assignor hereby waives any right to receive any portion thereof.

2. Assignor hereby agrees, without further consideration but at Assignee's expense, to take all such actions, and to execute all such applications, oaths, petitions, assignments or other instruments, which may be necessary in order to carry into full force and effect the assignment and transfer of the Trademarks by Assignor to Assignee under this Assignment of Trademarks.

3. Except as set forth in the Purchase Agreement, Assignor makes no representations or warranties of any nature, either express or implied.





**APPENDIX A**  
**Trademarks Assigned to Axcera, LLC**

| Case Number/Subcase Trademark | Status Country Name                       | Application Class(es)                         | Registration Number/Date | Number/Date            |
|-------------------------------|---|---|--------------------------|------------------------|
| <b>AXITY</b>                  | 02316.1182/01<br>United States of America | Pending<br>9                                  | 76002100<br>13-Mar-2000  |                        |
| <b>FILTERPLEXER</b>           | 02316.0882/01<br>United States of America | Registered                                    | 74213449<br>16-Oct-1991  | 1770759<br>11-May-1993 |
| <b>INNOVATOR</b>              | 02316.0911/01<br>United States of America | Pending<br>9                                  | 75466601<br>13-Apr-1998  |                        |
| <b>ITS</b>                    | 02316.0885/01<br>United States of America | Registered                                    | 74199860<br>03-Sep-1991  | 1700378<br>14-Jul-1992 |
| <b>SEE THE FUTURE</b>         | 02316.0913/01<br>United States of America | Pending<br>9                                  | 75467228<br>13-Apr-1998  |                        |
| <b>SPECTRASTAR</b>            | 334/01<br>United States of America        | Pending<br>IC 009, US 021 023 026<br>036 038. | 76017,776<br>05-Apr-2000 |                        |
| <b>VISIONARY</b>              | 02316.0912/01<br>United States of America | Registered<br>9                               | 75467203<br>13-Apr-1998  | 2307070<br>11-Jan-2000 |