

02-13-2002



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D/8
Docket No.:

35943-03400

101981336

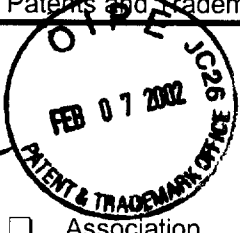
Tab settings

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

1. Name of conveying party(ies):

QUBIT TECHNOLOGY, INC.

2-7-02



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

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: _____

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

Name: **ADT Services AG**

Internal Address: _____

Street Address: **Schwertstrasse 9, CH-8200 Schaffhausen**

City: **Switzerland** State: _____ ZIP: _____

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Switzerland Company**

If assignee is not domiciled in the United States, a domestic designation is **attached** Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

78/058,245
78/058,254

Additional numbers

B. Trademark Registration No.(s)

2,438,823

Yes No

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

Name: **Michael H. Jacobs**

Internal Address: _____

Street Address: **Milbank, Tweed, Hadley & McCloy LLP**

International Square Building, 1825 Eye Street, N.W.

City: **Washington** State: **DC** ZIP: **20006**

6. Total number of applications and registrations involved:..... **3**

7. Total fee (37 CFR 3.41):.....\$ **\$90.00**

- Enclosed—Any excess or insufficiency to be credited or debited to deposit account
- Authorized to be charged to deposit account

8. Deposit account number:

13-3250

02/12/2002 DBYRNE 00000209 78058245

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02 FC:482 50.00 OP

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.

Michael H. Jacobs

Name of Person Signing

Michael H. Jacobs
Signature

Jan. 14, 2002
Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002442 FRAME: 0168



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Conveying Party: QUBIT TECHNOLOGY, INC. Docket No.: 35943-03400
Receiving Party: ADT Services AG

DOMESTIC DESIGNATION

Assistant Commissioner for Trademarks
Washington, DC 20231

Sir:

Assignee:

ADT Services AG
Schwertstrasse 9
CH-8200 Schaffhausen
Switzerland

Designates the following:

TYCO Healthcare Group LP (ADT Services AG) - Switzerland
15 Hampshire Street
Mansfield, MA 02048

Respectfully submitted,

Date: 1/14/02

Michael H. Jacobs
Michael H. Jacobs
Reg. No. 41,870

Milbank, Tweed, Hadley & McCloy LLP
International Square Building
1825 Eye Street, N.W.
Washington, DC 20006
Telephone: (202) 835-7500
Facsimile: (202) 835-7586

Date of Deposit: January 14, 2002
I hereby certify under 37 C.F.R. § 1.8 that this correspondence
is being deposited with the United States Postal Service on the
date indicated above with sufficient postage as first class mail
in an envelope addressed to the Assistant Commissioner for
Patents, Washington, DC 20231.

Karen L. Hudson
Karen L. Hudson

TRADEMARK ASSIGNMENT

WHEREAS, Qubit Technology Inc., a Delaware corporation ("Assignor") is the owner of the United States trademark applications and registrations (collectively, the "Trademark Registrations") listed on Schedule A attached hereto and incorporated herein by reference;

WHEREAS, Assignor and Tyco Sigma Limited, a Bermuda company ("Tyco Sigma") have entered into a Stock Purchase Agreement, dated as of December 12, 2001 (the "Stock Purchase Agreement"), pursuant to which Assignor has agreed to sell, assign and transfer to Tyco Sigma (or to an affiliate of Tyco Sigma) and Tyco Sigma has agreed to purchase (or assign to an affiliate the right to purchase) from Assignor the Trademark Registrations; and

WHEREAS, Tyco Sigma has assigned to ADT Services AG, a Switzerland company and an affiliate of Tyco Sigma ("Assignee"), its rights under the Stock Purchase Agreement to purchase and acquire the Company Assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor hereby sells, assigns and transfers unto Assignee, its successors and assigns, the entire right, title and interest, in the Trademark Registrations together with the goodwill of the business associated therewith, effective as of the date hereof.

Assignor does hereby further sell, assign and transfer to Assignee any and all causes of action, claims, demands, or other rights occasioned from or because of any and all past infringements of said Trademark Registrations, together with the right in Assignee, its successors, assigns, or other legal representatives, to sue and recover therefore, including the right to bring suit in its own name, and to receive, retain, hold and enjoy for its own use and behalf, and for the use and behalf of its successors, assigns or other legal representatives, any and all damages, profits, or other recoveries or compensation on account thereof or resulting therefrom.

Assignor further agrees to execute at Assignee's request any and all additional documents or instruments reasonably necessary to carry out the intent of this Trademark Assignment, including, without limitation, documents or instruments which may be requested or required by any foreign jurisdiction for recording the transfer of rights and effect the assignment of all Trademark Registrations. Assignor hereby irrevocably constitutes and appoints Assignee as its true and lawful attorney-in-fact, with full power of substitution, in its name, place and stead to make, execute, sign, acknowledge (including swearing to), verify, deliver, record and file, on its behalf, such other documents and instruments as may reasonably be necessary in connection with Assignee's ownership of the Trademark Registrations.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of Colorado applicable to a contract executed and performed in such State without giving effect to the conflicts of laws principles thereof, except that if it is necessary in any other jurisdiction to have the law of such other jurisdiction govern this Trademark Assignment for this Trademark Assignment to be effective in any respect, then the laws of such other jurisdiction shall govern this Trademark Assignment to such extent.

IN WITNESS WHEREOF, the undersigned Assignor has hereto caused this Trademark Assignment to be signed by its duly authorized officer this 14th day of December, 2001.

Assignor:

QUBIT TECHNOLOGY, INC.

By: *Andy McCarthy*
Andy McCarthy
President

LA1:6223913v7

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SCHEDULE A

Service Marks and Trademarks

Mark	Application #	Registration #	Country
QUBIT	75/401,250	2,438,823	United States
ORBIT	78/058,245		United States
ATOM	78/058,254		United States