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Form PTO-1594

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U.S. DEPARTMENT OF COMMERCE  
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)  
Fujitsu Business Communication Systems, Inc.  
  
Additional name(s) of conveying party(ies) attached?  
\_ Yes  No

2. Name and address of receiving party(ies)  
  
Name: Altura Communication Solutions, LLC  
  
Internal Address:

3. Nature of conveyance:  
 Assignment  
\_ Security Agreement  
\_ Merger  
\_ Change of Name  
\_ Other  
  
Execution Date: March 8, 2002

Street Address: 9420 Geronimo Road  
City: Irvine, California 92618  
  
Additional name(s) & address(es) attached?  No

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FINANCE SECTION

4. Application number(s) or trademark registration number(s):  
  
If this document is being filed together with a new application, the execution date of the application is:  
  
A. Trademark Application No.(s) 75/349,856, filed September 2, 1997  
Additional numbers attached?  Yes  No

B. Registration No.(s): 1,710,702  
**See Attached List of Trademarks on Separate Sheet**

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Name: David Einhorn, Esq.  
Internal Address: ANDERSON, KILL & OLICK, P.C.  
Street Address: 1251 Avenue of the Americas  
42nd Floor  
City: NEW YORK State: N.Y. Zip: 10020-1182

6. Total number of applications and registrations involved . . . . 25  
  
7. Total fee (37 CFR 3.41) . . . . . \$ 1000.00  
  
 Enclosed  
 Authorized to be charged to deposit account #01-1944

8. Deposit account number: 01-1944  
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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.  
  
David A. Einhorn  
Name of Person Signing  
  
DAE  
Signature  
  
03/12/02  
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Total number of pages including cover sheet, attachments, and document: 5

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

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**APPENDIX A**

**REGISTERED TRADEMARKS**

Trademark	Date of Registration	Number of Registrations
F9600	August 25, 1992	1,710,702
INTELLICENTER	December 16, 1997	2,122,300
INTELLIAGENT	January 19, 1999	2,219,261
INTELLIQ	January 26, 1999	2,220,722
ALTURA	April 14, 1998	2,150,232
IVS	August 12, 1997	2,087,983
IVS (Stylized)	June 9, 1998	2,164,226
ATM UNIVERSE SWITCH	January 14, 1997	2,030,674
SERIES 3	October 10, 1995	1,925,191
VALUE PLUS PARTNERS	February 23, 1999	2,224,903
TRUE PARTNERS	February 23, 1999	2,224,910
OMNI S I	September 15, 1987	1,457,252
OMNI S III	September 15, 1987	1,457,251
INTELLANALYSIS	September 9, 1997	2,096,043

**PENDING APPLICATIONS FOR TRADEMARKS**

Trademark	Date of Application	Number of Applications
ALLEGRA	September 2, 1997	75/349,856
NETPROPHET USA	June 22, 2000	75/291,383
INFINEX	August 15, 2001	76/300,779
TOMORROW'S TELECOM TODAY	August 2, 2000	76/101,881
RED CARPET TREATMENT	February 16, 2000	75/921,346
WORRY FREE COMMUNICATIONS	February 16, 2000	75/921,347
CLASS+ IP	June 22, 2000	76/075,119
VPN+ IP	June 9, 2000	76/067,279
F9600I	August 17, 1999	75/778,115
F9600C	August 15, 2001	76/300,780
NETPROPHET SNMP MANAGER	June 22, 2000	76/075,117

## ASSIGNMENT OF TRADEMARKS

WHEREAS, Fujitsu Business Communication Systems, Inc., a California corporation ("Assignor"), is the exclusive owner of the entire right, title and interest in and to all of the Trademarks and Service Marks whose registrations and applications are listed on Appendix A (which Appendix is attached hereto and incorporated herein by this reference) (collectively referred to as the "Trademarks").

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Purchase Agreement") dated as of November 14, 2001 by and between Assignor and Altura Communication Solutions, LLC, a Delaware limited liability company (f/k/a FBCS Acquisition, LLC) ("Assignee"), Assignor has agreed to sell and Assignee has agreed to acquire, all of the right, title and interest of Assignor in and to the Trademarks together with the good will of the business in connection with which the Trademark Rights have been used, as well as that portion of the business pertaining to said trademarks, which business is ongoing and existing.

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 together with the good will of the business in connection with which the Trademark Rights have been used, as well as that portion of the business pertaining to said trademarks, which business is ongoing and existing, free and clear of all liens, claims and encumbrances; 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, 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. Assignor covenants that it has the full right, power and authority to enter into this Assignment of Trademarks, and to assign and transfer the Trademarks to Assignee, and has not executed any agreement in conflict herewith.

4. Assignor hereby authorizes the United States Patent and Trademark Office to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademarks.

SIGNED AND SEALED this 8th day of March, 2002.  
Fujitsu Business Communication Systems, Inc.,  
a California corporation

By: Yvonne Schroeder de Orr

Name: YVONNE SCHROEDER DE ORR

Title: ASS. General Counsel

(Corporate Seal)

State of California )  
County of Orange ) ss.

On this 8th day of March, 2002, before me, Krist R.E. Talley  
A Notary Public for the State of California personally appeared  
Yvonne C. Schroeder personally known to me (or proved to me on the  
basis of satisfactory evidence) to be the person whose name is subscribed to the  
within instrument, and acknowledge to me that he executed the same in his  
authorized capacity, and that by his signature on the instrument, the person, or the  
entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Krist R.E. Talley  
Notary Public



(SEAL)