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

RECORDS TRAINING

DEPARTMENT OF COMMERCE Patent and Trademark Office

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):

Lucent Technologies Inc. 600 Mountain Avenue Murray Hill, New Jersey 07974

5-23-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11-16-01

2. Name and address of receiving party(ies)

Name: Fitel USA Corporation

Internal

Address: MAY 20 2002

Street Address: 2000 Northeast Expressway

City: Norcross State: GA Zip: 30071

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

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

A. Trademark Application No.(s) See application numbers in attached Appendix A

B. Trademark Registration No.(s) See registration numbers in attached Appendix A

Additional number(s) attached Yes No

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

Name: Fitel USA Corp.

Internal Address: Docket Administrator

Suite F020

Street Address: 2000 Northeast Expressway

City: Norcross State: GA Zip: 30071

6. Total number of applications and registrations involved:

36

7. Total fee (37 CFR 3.41): \$ 1,440.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

50-2074

DO NOT USE THIS SPACE

9. Signature.

John M. Harman

Signature

5-21-02

Date

Name of Person Signing

14

LMUELLER 00000173 502074 75797103 Total number of pages including cover sheet, attachments, and document:

01 FC:481 40.00 CH 02 FC:482 875.00 CH

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

TRADEMARK REEL: 002517 FRAME: 0415

POWER OF ATTORNEY

I, Osamu Sato, President and Chief Executive Officer of Fitel USA Corporation, a corporation organized and existing under the laws of Delaware, U.S.A., with an office at 2000 Northeast Expressway, Norcross, Georgia, U.S.A. (the "Company"), do hereby constitute and appoint Michael A. Morra and John M. Harman (the "Grantees"), as its agents and attorneys-in-fact, effective as of January 10, 2002 with full power and authority and full power of substitution and resubstitution and revocation to act on its behalf before any competent National and International Authorities in connection with any and all trademarks, patents and patent applications that are owned or filed by Fitel USA Corporation, or issued or pending in the name of Fitel USA Corporation, with the power to further appoint agents, and to grant powers of attorney in connection therewith.

The authority granted pursuant to this Power of Attorney shall remain in full force and effect until the earliest of (1) the termination of employment of a Grantee named herein with Fitel USA Corporation or any affiliate thereof, or (2) revocation in writing.

IN WITNESS WHEREOF, Fitel USA Corporation has caused this Power of Attorney to be executed and its common seal to be affixed hereto this 10th of January, 2002.

FITEL USA CORPORATION

By Osamu Sato
Osamu Sato
President and CEO

Sworn to and subscribed before me this 10th day of January, 2002

Francis H. Leftwich
Notary Public

Notary Public, DeKalb County, Georgia
My Commission Expires Dec. 30, 2003

APPENDIX A**Assigned Trademarks****US APPLICATIONS**

Trademark	Country Name	Application Number
ACCUTUBE	United States of America	75797163
ALLMETRO	United States of America	78/071700
ALLWAVE ADVANTAGE	United States of America	78033597
BACKLIGHT	United States of America	78013565
CONNECT IT	United States of America	75641059
DRYBLOCK	United States of America	75306187
FAST	United States of America	75420942
FLEXPATH	United States of America	78/089521
ILIGHT	United States of America	78/045857
LASERWAVE	United States of America	78040732
METROWAVE	United States of America	75370784
OPTION1	United States of America	75303289
OPTIPATH	United States of America	78040871
SPLYC	United States of America	78/049024
TRUEPHASE	United States of America	78047062
TRUPHASE	United States of America	78044487
ULTRAWAVE	United States of America	78042103
WAVE AFTER WAVE OF INNOVATION	United States of America	78078124
XPRESSTUBE	United States of America	78011270

US REGISTRATIONS

Trademark	Country Name	Registration Number
ACCUDRY	United States of America	2457814
ACCUMAX	United States of America	1803138
ACCURIBBON	United States of America	1704750
ALLWAVE	United States of America	2435905
D-LUX	United States of America	1767103
DUCTPIC	United States of America	1486824
FiberGrafix	United States of America	1936064
LDR	United States of America	2135283
LGX	United States of America	1557733
LIGHTPACK	United States of America	1447284
MINICORD	United States of America	2244014
OASIX	United States of America	1992153
ROC	United States of America	2084262
ST	United States of America	1402979
TRUEWAVE	United States of America	1977210
YURIE AND DESIGN	United States of America	2078965
YURIE SYSTEMS	United States of America	2078964

FOREIGN APPLICATIONS

Trademark	Country Name	Application Number
ACCURIBBON	India	584706
ACCURIBBON	Philippines	4199802663
ACCURIBBON	Turkey	82446
ACCURIBBON	Ukraine	
ACCURIBBON	United Arab Emirates	6326
ALLWAVE	Argentina	2298169
ALLWAVE	Canada	1068830
ALLWAVE	China	2000108052
ALLWAVE	Colombia	00056985
ALLWAVE	Egypt	134889
ALLWAVE	European Community	001540640
ALLWAVE	Hong Kong	157962000
ALLWAVE	India	949548
ALLWAVE	Korea, Republic of	200034080
ALLWAVE	Malaysia	200010726
ALLWAVE	Philippines	420000006280
ALLWAVE	Russian Federation	98719203
ALLWAVE	Singapore	T0013884H
ALLWAVE	South Africa	200017251
ALLWAVE	Taiwan	89042383
ALLWAVE	Thailand	426917
ALLWAVE	Ukraine	99030823
ALLWAVE	Venezuela	013561
ALLWAVE ADVANTAGE	Argentina	2305578
ALLWAVE ADVANTAGE	Brazil	823124010
ALLWAVE ADVANTAGE	Canada	1081263
ALLWAVE ADVANTAGE	Chile	499135
ALLWAVE ADVANTAGE	China	2000172927
ALLWAVE ADVANTAGE	Egypt	136259
ALLWAVE ADVANTAGE	Hong Kong	193922000
ALLWAVE ADVANTAGE	India	959177
ALLWAVE ADVANTAGE	Israel	141716
ALLWAVE ADVANTAGE	Japan	200099989
ALLWAVE ADVANTAGE	Korea, Democratic People's Rep of	200042043
ALLWAVE ADVANTAGE	Malaysia	200012960
ALLWAVE ADVANTAGE	Philippines	0007976
ALLWAVE ADVANTAGE	Singapore	T0016442C
ALLWAVE ADVANTAGE	South Africa	200017252
ALLWAVE ADVANTAGE	Taiwan	89052703
ALLWAVE ADVANTAGE	Thailand	432222

Trademark	Country Name	Application Number
ALLWAVE ADVANTAGE	Venezuela	168172000
D-LUX	Argentina	2144743
D-LUX	Bolivia	07797
D-LUX	Brazil	820847275
D-LUX	Paraguay	527998
D-LUX	Russian Federation	98719202
D-LUX	Ukraine	99030826
D-LUX	Uruguay	302284
FiberGrafix	India	634264
FiberGrafix	Nicaragua	9604038
FiberGrafix	Philippines	108363
FiberGrafix	Poland	Z132916
FiberGrafix	Venezuela	87196
GIGAGUIDE	Brazil	823124029
GIGAGUIDE	China	2000158767
GIGAGUIDE	European Community	001838077
GIGAGUIDE	India	959178
GIGAGUIDE	Japan	200099990
GIGAGUIDE	Korea, Democratic People's Rep of	200042044
LGX	Oman	11126
LIGHTPACK	Bolivia	04053
LIGHTPACK	Brazil	821808605
LIGHTPACK	Philippines	117735
LIGHTPACK	Russian Federation	98719220
LIGHTPACK	Ukraine	99030824
LUFICS	Italy	98C004248
MINICORD	India	780592
MINICORD	Malaysia	2193097
MINICORD	Philippines	4199801322
MINICORD	Singapore	1496897
OPTIPATH	Canada	1088431
OPTIPATH	Korea, Republic of	2000387
OPTIPATH	Venezuela	73401
ST	Oman	11125
TRUEWAVE	European Community	001551357
TRUEWAVE	Malaysia	MA620698
TRUEWAVE	Philippines	4199802665
TRUEWAVE	Ukraine	99030825
ULTRAWAVE	Australia	865051
ULTRAWAVE	Brazil	823622509
ULTRAWAVE	China	2001017063
ULTRAWAVE	Egypt	140845

Trademark	Country Name	Application Number
ULTRAWAVE	European Community	2144558
ULTRAWAVE	India	988925
ULTRAWAVE	Indonesia	1113711201
ULTRAWAVE	Japan	200113368
ULTRAWAVE	Korea, Republic of	20013659
ULTRAWAVE	Macau	008634
ULTRAWAVE	Malaysia	200104172
ULTRAWAVE	Mexico	477775
ULTRAWAVE	New Zealand	633162
ULTRAWAVE	Saudi Arabia	69671
ULTRAWAVE	Singapore	T01/04648C
ULTRAWAVE	Taiwan	90005435
ULTRAWAVE	Venezuela	18192001
WAVEBOOK	Japan	098653

FOREIGN REGISTRATIONS

Trademark	Country Name	Registration Number
ACCURIBBON	Argentina	1732245
ACCURIBBON	Bahrain	15968
ACCURIBBON	Belarus	13768
ACCURIBBON	Bolivia	77055
ACCURIBBON	Brazil	820847283
ACCURIBBON	Chile	523548
ACCURIBBON	China	676529
ACCURIBBON	Egypt	84336
ACCURIBBON	Indonesia	434207
ACCURIBBON	Japan	3086464
ACCURIBBON	Jordan	31053
ACCURIBBON	Kazakhstan	10178
ACCURIBBON	Kuwait	24525
ACCURIBBON	Malaysia	98006203
ACCURIBBON	Pakistan	117378
ACCURIBBON	Paraguay	211900
ACCURIBBON	Peru	46179
ACCURIBBON	Russian Federation	186217
ACCURIBBON	Saudi Arabia	28610
ACCURIBBON	Thailand	85077
ACCURIBBON	Uruguay	302160
ACCURIBBON	Yemen, Republic of	7889
ACT-3000	China	1321311
ALLWAVE	Australia	856391
ALLWAVE	Belarus	13769
ALLWAVE	Chile	587343
ALLWAVE	Japan	4503007
ALLWAVE	Kazakhstan	10177
ALLWAVE	Mexico	669555
ALLWAVE ADVANTAGE	Australia	848788
ALLWAVE ADVANTAGE	Colombia	237479
ALLWAVE ADVANTAGE	Mexico	677546
D-LUX	Belarus	13770
D-LUX	Kazakhstan	10627
D-LUX	Peru	50966
FiberGrafix	Argentina	1632483
FiberGrafix	Australia	629841
FiberGrafix	Brazil	817881760
FIBERGRAFIX	China	838654
FiberGrafix	Czech Republic	187919
FiberGrafix	Egypt	91036

Trademark	Country Name	Registration Number
FiberGrafix	France	94 524 295
FiberGrafix	Germany	2074671
FiberGrafix	Guatemala	83650
FiberGrafix	Hong Kong	01161
FiberGrafix	Indonesia	376630
FiberGrafix	Italy	697723
FiberGrafix	Korea, Republic of	321785
FiberGrafix	Malaysia	516594
FiberGrafix	Mexico	472565
FiberGrafix	Saudi Arabia	34160
FiberGrafix	Slovakia	180121
FiberGrafix	Spain	1906505
FiberGrafix	Sri Lanka	70513
FiberGrafix	Taiwan	745023
FiberGrafix	Thailand	KOR31148
FiberGrafix	United Kingdom	1571927
KABELKENNFADEN	Germany	2055800
LGX	Bahrain	17333
LGX	Kuwait	27210
LGX	Saudi Arabia	32689
LGX	United Arab Emirates	14081
LGX	Yemen, Republic of	7891
LIBRA	Australia	A572718
LIBRA	New Zealand	216290
LIGHTPACK	Argentina	1732247
LIGHTPACK	Bahrain	15672
LIGHTPACK	Belarus	13767
LIGHTPACK	Chile	520437
LIGHTPACK	China	501610
LIGHTPACK	Egypt	74161
LIGHTPACK	India	506613
LIGHTPACK	Indonesia	404490
LIGHTPACK	Japan	2723140
LIGHTPACK	Kazakhstan	10176
LIGHTPACK	Kuwait	23607
LIGHTPACK	Malaysia	98006208
LIGHTPACK	Pakistan	101931
LIGHTPACK	Paraguay	211787
LIGHTPACK	Peru	46294
LIGHTPACK	Qatar	7298
LIGHTPACK	Saudi Arabia	25185
LIGHTPACK	Taiwan	780385
LIGHTPACK	Turkey	116419

Trademark	Country Name	Registration Number
LIGHTPACK	United Arab Emirates	3289
LIGHTPACK	Uruguay	302162
LIGHTPACK	Yemen, Republic of	7899
LUFICS	Austria	177335
LUFICS	Benelux	631692
LUFICS	Czech Republic	217153
LUFICS	Denmark	199802521
LUFICS	Finland	213268
LUFICS	France	97701402
LUFICS	Germany	39751393
LUFICS	Ireland	208090
LUFICS	Norway	191928
LUFICS	Poland	REF121383
LUFICS	Russian Federation	175073
LUFICS	Spain	2124816
LUFICS	Sweden	336084
LUFICS	Switzerland	459294
LUFICS	United Kingdom	2149089
LXE	China	634303
MIDIA	Czech Republic	230957
MIDIA	European Community	001376169
MINICORD	Australia	748975
NETMAP	Benelux	466913
NETMAP	Brunei Darussalam	16370
NETMAP	Germany	396155014
NETMAP	Indonesia	277188
NETMAP	Italy	581201
NETMAP	Japan	2489035
NETMAP	Korea, Republic of	211484
NETMAP	Singapore	704889
NETMAP	Spain	1524184
NETMAP	Spain	1524185
OPTIMAX	Benelux	588713
OPTIMAX	Dominican Republic	79894
OPTIMAX	El Salvador	248
OPTIMAX	El Salvador	127
OPTIMAX	El Salvador	128
OPTIMAX	France	95585299
OPTIMAX	Greece	125919
OPTIMAX	Honduras	3703
OPTIMAX	Honduras	3702
OPTIMAX	Paraguay	186857
OPTIMAX	Paraguay	186856

Trademark	Country Name	Registration Number
OPTIMAX	Peru	5238
OPTIMAX	Peru	5239
OPTIMAX	Thailand	KOR45183
OPTIMAX	Thailand	BOR4450
OPTIMAX	Thailand	BOR4449
OPTISOFT	France	97696288
OPTISOFT	United Kingdom	2142712
OPTOSOFT	France	97696287
ST	Saudi Arabia	327100
ST	Yemen, Republic of	7897
TRUEWAVE	Argentina	1737619
TRUEWAVE	Belarus	13771
TRUEWAVE	Bolivia	77053C
TRUEWAVE	Brazil	820847259
TRUEWAVE	Canada	499743
TRUEWAVE	Chile	520438
TRUEWAVE	China	1574371
TRUEWAVE	Indonesia	440282
TRUEWAVE	Kazakhstan	10175
TRUEWAVE	Paraguay	233972
TRUEWAVE	Peru	49240
TRUEWAVE	Russian Federation	188438
TRUEWAVE	Uruguay	302161
ULTRAWAVE	Norway	210197
ULTRAWAVE	Switzerland	487698
WAVECLIENT	Japan	3157493
WAVENOTE	Japan	3157494
WAVEOFFICE	Japan	3185153
WAVEPAD	Japan	3185154
WAVEREADY	Japan	3154960
WAVESERVER	Japan	3215981

IN THE UNITED STATES
PATENT AND TRADEMARK OFFICE

ASSISTANT COMMISSIONER FOR PATENTS
WASHINGTON, D.C. 20231

SIR:


TRADEMARK ASSIGNMENT RECORDATION

Please record the change in ownership to Fitel USA Corp. for all of the trademark applications and trademark registrations listed in Appendix A of the attached Trademark Assignment Agreement.

Enclosed are the following documents related to the assignment of trademarks and trademark applications from Lucent Technologies Inc. to Fitel USA Corp.:

- Power Of Attorney - 1 page
- Form PTO-1594 (Trademark Recordation Form Cover Sheet) - 1 page
- Trademark Assignment Agreement between Lucent Technologies Inc. and Fitel USA Corp. - 13 pages

Respectfully submitted,

By: 
John M. Harman, Attorney
Reg. No. 38173
(770) 798-2656

Date: 5-21-02

**Fitel USA Corp.
Docket Administrator
2000 Northeast Expressway
Room F020
Norcross, GA 30071-2906**

**TRADEMARK
REEL: 002517 FRAME: 0426**

TRADEMARK ASSIGNMENT

by and between

LUCENT TECHNOLOGIES INC.

and

FITEL USA CORP.

Effective as of November 16, 2001

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), effective as of November 16, 2001 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, United States of America ("Assignor"), and Fitel USA Corp., a Delaware corporation, with offices at 2000 Northeast Expressway, Norcross, Georgia 30071, United States of America ("Assignee").

RECITALS

A. WHEREAS, Assignor has sold certain assets and liabilities with respect to Assignor's Optical Fiber Solutions business to Assignee;

B. WHEREAS, Assignor presently owns or controls certain trademark applications, trademark registrations and common-law trademarks as set forth on Appendix A hereto (the "Assigned Marks") and related goodwill that have been developed by Assignor and Assignor's business units;

C. WHEREAS, in furtherance of the foregoing sale of assets, Assignor desires to transfer, assign, convey, deliver and vest all of its right, title and interest in and to the Assigned Marks and all of the goodwill associated therewith and all other rights Assignor may have with respect to such Assigned Marks.


NOW, THEREFORE, in consideration of the promises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Assignor, subject to existing rights and licenses of third parties, hereby transfers, conveys and assigns to Assignee all of Assignor's present right, title and interest in and to the Assigned Marks in the United States and throughout the world, any common law rights relating to the Assigned Marks, together with all of the assets and the goodwill of the business represented by the Assigned Marks, and 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 Assigned Marks or such represented good will.

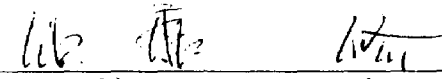
Assignor agrees that, upon request it will, at any time without charge to Assignee but at Assignee's expense, furnish all necessary documentation relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all acts which may be reasonably necessary for vesting title to the Assigned Marks in Assignee, its successors, assigns and legal representatives or nominees.

IN WITNESS WHEREOF, the parties have caused this TRADEMARK ASSIGNMENT to be executed by their duly authorized representatives on the respective dates entered below.

LUCENT TECHNOLOGIES INC.

By: 
Name: Edward D. McKeever
Title: Vice President - Law
Date: November 15, 2001

FITEL USA CORP.

By: 
Name: Osamu Sato
Title: President and CEO
Date: November 16, 2001

ACKNOWLEDGMENTS

STATE OF NEW YORK)

: ss:

COUNTY OF NEW YORK)

I CERTIFY that on November 15, 2001, Edward D. McKeever personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Trademark Assignment as Vice President of Lucent Technologies Inc.; and

b.) this Trademark Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Denise E. McHugh

Name:

Notary Public

My Commission Expires:

[Notarial Seal]

DENISE E. McHUGH
Notary Public, State of New York
No. 01MC7843700
Qualified in Putnam County
Commission Expires October 31, 2002

STATE OF NEW YORK)

: ss:

COUNTY OF NEW YORK)

I CERTIFY that on November 16, 2001, Osamu Sato personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Trademark Assignment as President and CEO of Fitel USA Corp.; and

b.) this Trademark Assignment was signed and made by Fitel USA Corp. as its voluntary act and deed by virtue of authority from its Board of Directors.

Suparna Roychowdhury

Name:

Notary Public

My Commission Expires:

[Notarial Seal]

Suparna Roychowdhury
Notary Public, State of New York
No. 4760750, Suffolk County
Certificate Filed in New York Court of
Term Expires 2-28-02

NY/3610833