

06-04-2002



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REC TI

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): Spectran Corporation 50 Hall Road Sturbridge, Massachusetts 01566 5-23-02

2. Name and address of receiving party(ies) Name: Fitel USA Corporation Internal Address:

Street Address: 2000 Northeast Expressway City: Norcross State: GA Zip: 30071

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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

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 number 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

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41) \$ 400.00 Enclosed Authorized to be charged to deposit account

Street Address: 2000 Northeast Expressway City: Norcross State: GA Zip: 30071

8. Deposit account number: 50-2074

DO NOT USE THIS SPACE

9. Signature. John M. Harman Name of Person Signing

Signature

5-21-02 Date

06/03/2002 LMUELLER 00000174 502074 75768840

12

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

01 FC:481 40.00 CH 02 FC:482 225.00 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: 0745

**APPENDIX A**

**Assigned Trademarks**

**US APPLICATIONS**

<b>Trademark</b>	<b>Country Name</b>	<b>Application Number</b>
GYROSIL	United States of America	75768840

## US REGISTRATIONS

Trademark	Country Name	Registration Number
AVIOPTICS	United States of America	2078893
CLEARGUIDE	United States of America	2340285
FLIGHTGUIDE	United States of America	2113410
GIGAGUIDE	United States of America	2448182
HCS	United States of America	1387343
SPECTRAGUIDE	United States of America	1324144
SPECTRAN AND DESIGN	United States of America	1753738
ULTRASIL	United States of America	2288098
V-SYSTEM	United States of America	2294581

75 76 8840

**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 1<sup>c</sup>, 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 1<sup>c<sup>th</sup></sup> of January, 2002.

**FITEL USA CORPORATION**

By Osamu Sato  
**Osamu Sato**  
**President and CEO**

Sworn to and subscribed before me this 10<sup>th</sup> day of January, 2002

Francis H. Leftwich  
Notary Public

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

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**TRADEMARK ASSIGNMENT**

**by and between**

**SPECTRAN CORPORATION**

**and**

**FITEL USA CORP.**

**Effective as of November 16, 2001**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Trademark Assignment"), effective as of November 16, 2001 (the "Effective Date"), is by and between Spectran Corporation, a Delaware corporation, with offices at 50 Hall Road, Sturbridge, Massachusetts 01566, 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.

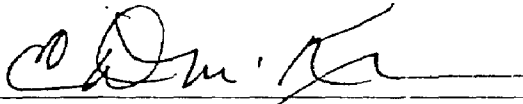
NOW, THEREFORE, in consideration of the promises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

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.

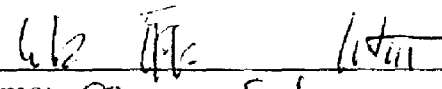
IN WITNESS WHEREOF, the parties have caused this TRADEMARK ASSIGNMENT to be executed by their duly authorized representatives on the respective dates entered below.

**SPECTRAN CORPORATION**

By:   
Name: Edward D. McKeever  
Title: Attorney-in-Fact

Date: November 16, 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 14<sup>th</sup>, 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 Attorney-in-Fact of Spectran Corporation; and

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

Elyse Bernstein

Name:

Notary Public

My Commission Expires:

[Notarial Seal]

**ELYSE BERNSTEIN**  
Notary Public, State of New York  
No. 01BE4823124  
Qualified In Queens County  
Commission Expires February 28, 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.

Suzanne Roccisano

Name:

Notary Public

My Commission Expires:

[Notarial Seal]

**SUZANNE ROCCISANO**  
Notary Public, State of New York  
No. 47-1110-10-1  
Qualified In Queens County

2-28-02



**COMMON LAW**

<b>Trademark</b>	<b>Country Name</b>
FIBERWIRE	United States of America

## DOMAIN NAME TRANSFER AGREEMENT

This DOMAIN NAME TRANSFER AGREEMENT (this "AGREEMENT") is effective as of this 16<sup>th</sup> day of November, 2001 (the "Effective Date") by and between Fitel USA Corporation, a Delaware corporation, located at 2000 Northeast Expressway, Norcross, Georgia 30071 ("BUYER"), and Lucent Technologies Inc., a Delaware corporation, located at 600 Mountain Avenue, Murray Hill, New Jersey 07974-0636 ("LUCENT").

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

B. WHEREAS, LUCENT presently owns or controls certain domain name registrations and applications for domain name registrations, as set forth on Schedules A and B attached hereto ("DOMAIN NAMES") and all related goodwill and rights, which may have accrued in connection therewith;

C. WHEREAS, in furtherance of the foregoing sale of assets, LUCENT desires to transfer the DOMAIN NAMES and all of the goodwill associated therewith and all other rights LUCENT may have with respect to such DOMAIN NAMES.

NOW, THEREFORE, in consideration of the premises 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:

LUCENT, subject to the rules and provisions of the Domain Name Registries Neulevel and Afiliat, and subject to achieving registration of all the DOMAIN NAMES, hereby agrees to transfer to BUYER all of the DOMAIN NAMES.

It is the sole responsibility of BUYER to furnish LUCENT with the requisite forms from the appropriate Registry for each of the DOMAIN NAMES authorizing the transfer of the DOMAIN NAMES to BUYER. Upon receipt of such forms, LUCENT shall sign each before a notary and return to BUYER. LUCENT further agrees to promptly execute any and all additional documents reasonably needed to effectuate the transfer each of the DOMAIN NAMES and associated goodwill.

Lucent agrees not to object to or otherwise challenge BUYER'S use and registration worldwide of any domain name, trademark, service mark and/or trade name containing the same elements in the attached Schedules or any confusingly similar designation.

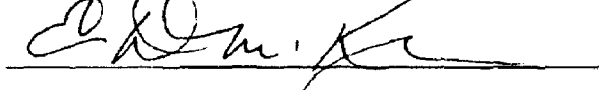
This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assigns.

This AGREEMENT sets forth the entire agreement between the parties regarding the transfer of DOMAIN NAMES, and supersedes any and all prior or contemporaneous, written or oral understandings and agreements with respect to the subject matter hereof.

This AGREEMENT may be changed only by mutual agreement of the parties in writing.

This AGREEMENT shall be governed by the laws of New York, irrespective of the choice of laws principles of New York.

LUCENT TECHNOLOGIES INC.

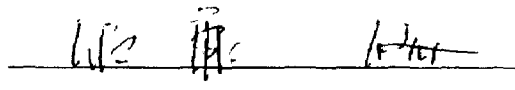


Name: Edward D. McKeever

Title: Vice President - Law

Date: November 16, 2001

FITEL USA CORP.



Name: Osamu Sato

Title: President and CEO

Date: November 16, 2001

**SCHEDULE A**

**AFILIAS - DOMAIN NAME REGISTRATIONS**

accuribbon.info	lgx.info
accutube.info	metrowave.info
allmetro.info	midia.info
allwave.info	oasix.info
avioptics.info	option1.info
fiberwire.info	powerguide.info
fibergrafix.info	truephase.info
flightguide.info	truewave.info
gyrosil.info	ultrasil.info
aserwave.info	ultrawave.info
lightpack.info	xpresstube.info