

08-29-2002



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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): Anritsu Company 8-26-02 Individual(s) Association General Partnership Limited Partnership Corporation-State California Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies): Name: Spirent Communications of Rockville, Inc. Address: 15200 Omega Drive City: Rockville State: MD Zip: 20850 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: June 28, 2002

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) Please see attached list. Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 7

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Lisa Perusse Billone Internal Address: Goulston & Storrs, P.C. Street Address: 400 Atlantic Avenue City: Boston State: MA Zip: 02110

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)

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. Lisa Perusse Billone Signature August 20, 2002 Date Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK REEL: 002571 FRAME: 0628

# Trademark Registration Numbers

CMTS	1,367,413
T-FLOSS	1,647,249
MATS Plus	1,777,719
SMATS Plus	1,825,000
DATS Plus	1,919,380
LoopMATE	2,035,092
Tapestry	2,075,542

# INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

WHEREAS, Anritsu Company, a California corporation (the "Assignor"), has adopted and used and is using the trademarks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, Spirent Communications of Rockville, Inc., a Delaware corporation (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

Assignor does hereby assign, sell and transfer unto the Assignee free and clear of all liens all right, title and interest in and to the Marks, together with (a) the registrations of the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) 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 Marks or the registrations thereof or such associated goodwill.

Assignor agrees to cooperate reasonably with Assignee in making any filings with the U.S. Patent and Trademark Office that are necessary to reflect Assignee's title to the Mark.

Except as expressly set forth herein, this Intellectual Property Assignment Agreement shall not be construed as limiting or otherwise affecting the terms of the Asset Purchase Agreement, dated as of June 19, 2002, by and between Assignee and Assignor (the "Purchase Agreement"), or the rights and obligations of the parties thereto. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this 28<sup>th</sup> day of June, 2002.

ANRITSU COMPANY

By: Mark Evans  
Name: MARK EVANS  
Title: PRESIDENT

STATE OF )

)

) ss.

COUNTY OF )

)

On this the 28<sup>th</sup> day of June, 2002 before me appeared  
MARK EVANS, the person who signed this instrument, who acknowledged  
that ~~(s)~~he is the PRESIDENT of Anritsu Company and that being duly authorized  
~~(s)~~he signed such instrument as a free act on behalf of Anritsu Company.



Melanie J. Bonagofski  
Notary Public  
My commission expires:  
Feb 1, 2006

ANNEX

Trademark

Registrations  
United States Patent and Trademark Office  
Registration No.                      Registration Date

CMTS	1,367,413	10/29/1985
T-FLOSS	1,647,249	06/11/1991
MATS Plus	1,777,719	06/22/1993
SMATS Plus	1,825,000	03/08/1994
DATS Plus	1,919,380	09/19/1995
LoopMATE	2,035,092	02/04/1997
Tapestry	2,075,542	07/01/1997