

10-04-2002

10-405

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102241783

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

1. Name of conveying party(ies):

Ascend Communications, Inc.

10-4-02

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

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

2. Name and address of receiving party(ies)

Name: DNCP Solutions, LLC

Internal Address:

Street Address: 55 Fairbanks Blvd.

City: Marlboro State: MA Zip: 01752

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

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: April 30, 2002

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

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

75739187

Additional number(s) attached Yes No

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

Name: Trademark Counsel

Internal Address: Platinum Equity, LLC
Suite 2700

Street Address: 2049 Century Park East

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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 Rossi

Name of Person Signing

[Signature]

Signature

10/2/02

Date

Total number of pages including cover sheet, attachments, and document: 8

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

10/04/2002 GTON11 00000108 75739187

01 FC:481

40.00 DP

TRADEMARK
REEL: 002593 FRAME: 0109

TRADEMARK ASSIGNMENT

by and between

ASCEND COMMUNICATIONS, INC.

and

DNCP SOLUTIONS, LLC

Effective as of April 30, 2002

TRADEMARK ASSIGNMENT

This Assignment is made as of the 30 day of April, 2002 by ASCEND COMMUNICATIONS, INC., a Delaware corporation having a principal place of business at 1701 Harbor Bay Parkway, One Ascend Plaza, Alameda, California, 94501, hereinafter referred to as the ASSIGNOR, to DNCP SOLUTIONS, LLC, a Delaware limited liability company, with offices at c/o Platinum Equity, LLC, 2049 Century Park East, Suite 2200, Los Angeles, California 90067, hereinafter referred to as the ASSIGNEE.

RECITALS

A. WHEREAS, ASSIGNOR has sold certain assets and liabilities with respect ASSIGNOR's DNCP Platforms business to ASSIGNEE;

B. WHEREAS, ASSIGNOR presently owns or controls certain trademark registrations hereinafter collectively referred to as the ASSIGNED TRADEMARKS identified on Schedule A attached hereto together with the good will and all rights, which may have accrued in connection therewith;

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 TRADEMARKS and all of the goodwill associated therewith and all other rights ASSIGNOR may have with respect to such ASSIGNED TRADEMARKS.

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:

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 TRADEMARKS in the United States and throughout the world, any common law rights relating to the ASSIGNED TRADEMARKS, together with all of the assets and the goodwill of the business represented by the ASSIGNED TRADEMARKS, and the right to sue and recover for, and the right to the 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 TRADEMARKS 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 TRADEMARKS 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.

ASCEND COMMUNICATIONS, INC.

By: Paul D. Diczok
[NAME] PAUL D. DICZOK
[TITLE] VICE PRESIDENT

Date: 4/30/02

DNCP SOLUTIONS, LLC

By: _____
Name:
Title:

Date: _____

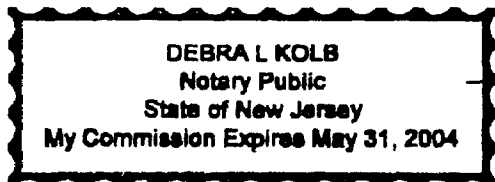
ACKNOWLEDGMENTS

STATE OF NEW JERSEY)

LYON : ss:
COUNTY OF SOMERSET)

I CERTIFY that on April 30, 2002, Paul D. Diczk 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 Ascend Communications Inc.; and
- b.) This Trademark Assignment was signed and made by Ascend Communications, Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.



(Signature)

Name
Notary Public
My Commission Expires:
[Notarial Seal]

STATE OF CALIFORNIA)

: ss:
COUNTY OF LOS ANGELES)

I CERTIFY that on _____, 2002, _____ 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 _____ of DNCP SOLUTIONS, LLC ; and
- b.) this Trademark Assignment was signed and made by _____ as its voluntary act and deed by virtue of authority from its Board of Directors.

Name
Notary Public
My Commission Expires:
[Notarial Seal]

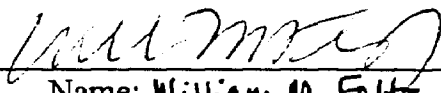
IN WITNESS WHEREOF, the parties have caused this TRADEMARK ASSIGNMENT to be executed by their duly authorized representatives on the respective dates entered below.

ASCEND COMMUNICATIONS, INC.

By: _____
[NAME]
[TITLE]

Date:

DNCP SOLUTIONS, LLC

By: 
Name: William M. Folte, Jr.
Title: Vice President

Date: April 22, 2002

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)

: ss:

COUNTY OF SOMERSET)

I CERTIFY that on _____, 2002, _____ 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 _____ of Ascend Communications Inc.; and

b.) This Trademark Assignment was signed and made by Ascend Communications, Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

Name
Notary Public
My Commission Expires:
[Notarial Seal]

STATE OF CALIFORNIA)

: ss:

COUNTY OF LOS ANGELES)

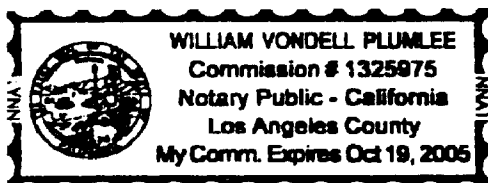
I CERTIFY that on April 22, 2002, William M. Foltz, Jr. personally came before me and this person acknowledged under oath, to my satisfaction that:

a.) this person signed, sealed and delivered the attached Trademark Assignment as Vice President of DNCP Solutions, LLC ; and

b.) this Trademark Assignment was signed and made by DNCP Solutions, LLC as its voluntary act and deed by virtue of authority from its Manager.

William VonDell Plumlee

Name
Notary Public
My Commission Expires:
[Notarial Seal]



SCHEDULE A

Trademark Registrations in the name of Ascend Communications, Inc.

Trademark	Country	Status	Application Number	Filing Date	Registration Number	Registration Date
DNCP	China	Registered	200006165	14-Jan-2000	1578556	28-May-2001
DNCP	Indonesia	Registered	D00905	24-Jan-2000	469655	24-Jan-2000
DNCP	United States of America	Registered	75739187	29-Jun-1999	2460946	19-Jun-2001

NY1 5191252v1

RECORDED: 10/04/2002

TRADEMARK
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