

10-04-2002

10/4/02

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



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102241912

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. 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: 01952

- 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)

78064464

B. Trademark Registration No.(s)

N/A

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:

11

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 Ross Name of Person Signing

Signature

10/2/02 Date

Total number of pages including cover sheet, attachments, and document: 9

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

10/04/2002 6TON11 00000107 78064464

01 FC:481 40.00 DP

TRADEMARK REEL: 002593 FRAME: 0372

## TRADEMARK ASSIGNMENT

This Assignment is made as of the 30<sup>th</sup> day of April, 2002 by LUCENT TECHNOLOGIES INC., a Delaware corporation having a principal place of business at 600 Mountain Avenue, Murray Hill, NJ 07974, hereinafter referred to as the ASSIGNOR, to DNCP SOLUTIONS, LLC, a Delaware limited liability company, having a principal place of business at c/o Platinum Equity, LLC, 2049 Century Park East, Suite 2700, Los Angeles, California 90067, hereinafter referred to as the ASSIGNEE.

### RECITALS

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

B. WHEREAS, ASSIGNOR presently owns or controls certain trademark applications, trademark registrations and a common law marks hereinafter collectively referred to as the ASSIGNED TRADEMARKS identified on Schedules A and B 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 the goodwill associated with 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

ASSIGNEE agrees that, should ASSIGNOR request a license to the ASSIGNED TRADEMARK within thirty (30) days following the CLOSING DATE (as defined in the Asset Purchase Agreement dated as of March 29, 2002 by and among Assignor, Assignee and Platinum Equity, LLC), ASSIGNEE will grant to ASSIGNOR royalty-free, fully paid-up, perpetual license to the ASSIGNED TRADEMARK for use in connection with all products or services in connection with which ASSIGNOR was using the mark as of the day after the CLOSING DATE.


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: \_\_\_\_\_  
D. Laurence Padilla  
President – Intellectual  
Property Business

Date:

**DNCP SOLUTIONS, LLC**

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

Date: April 22, 2002

ACKNOWLEDGMENTS

STATE OF NEW JERSEY )

: ss:

COUNTY OF SOMERSET )

I CERTIFY that on \_\_\_\_\_, 2002, D. Laurence Padilla 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 - Intellectual Property Business 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 of from its Board of Directors.

\_\_\_\_\_  
Name  
Notary Public  
My Commission Expires:  
[Notarial Seal]

STATE OF CALIFORNIA )

: ss:

COUNTY OF LOS ANGELES )

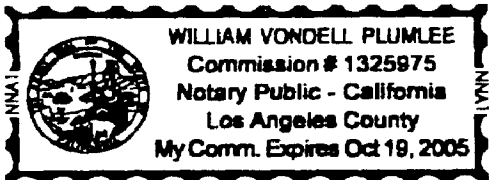
I CERTIFY that on April 22, 2002, William M. Foltz, Jr. personally came before me and this person acknowledged under oath, to my satisfaction that:

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]



ASSIGNEE agrees that, should ASSIGNOR request a license to the ASSIGNED TRADEMARK within thirty (30) days following the CLOSING DATE (as defined in the Asset Purchase Agreement dated as of March 29, 2002 by and among Assignor, Assignee and Platinum Equity, LLC), ASSIGNEE will grant to ASSIGNOR royalty-free, fully paid-up, perpetual license to the ASSIGNED TRADEMARK for use in connection with all products or services in connection with which ASSIGNOR was using the mark as of the day after the CLOSING DATE.


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: \_\_\_\_\_  
D. Laurence Padilla  
President – Intellectual  
Property Business

Date:

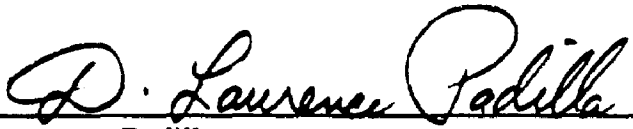
**DNCP SOLUTIONS, LLC**

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

Date: April 22, 2002

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:   
D. Laurence Padilla  
President – Intellectual  
Property Business

Date:

**DNCP SOLUTIONS, LLC**

By: \_\_\_\_\_  
Name:  
Title:

Date: \_\_\_\_\_

ACKNOWLEDGMENTS

STATE OF NEW JERSEY )

UNION :

ss:

COUNTY OF SOMERSET )

I CERTIFY that on April 30, 2002, D. Laurence Padilla 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 - Intellectual Property Business 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 of from its Board of Directors.

Veronica H. Montagna

Name Veronica H. Montagna  
Notary Public  
My Commission Expires: 5/2/03  
[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 DNCP SOLUTIONS, LLC as its voluntary act and deed by virtue of authority from its Board of Directors.

\_\_\_\_\_  
Name  
Notary Public  
My Commission Expires:  
[Notarial Seal]

**SCHEDULE A**

**Trademark Applications & Registrations in the name of Lucent Technologies Inc.**

<b>Trademark</b>	<b>Country</b>	<b>Status</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Registration Number</b>	<b>Registration Date</b>
DNCP	Australia	REGISTERED	824521	21-Feb-2000	824521	21-Feb-2000
DNCP *	Canada	Pending	1046703	16-Feb-2000		
DNCP	Egypt	Pending	130822	21-Feb-2000		
DNCP	India	Pending	902411	08-Feb-2000		
DNCP	Korea, Democratic People's Rep	REGISTERED	20005337	09-Feb-2000	500470	30-Aug-2001
DNCP	Mexico	REGISTERED	410099	10-Feb-2000	645296	29-Feb-2000
DNCP	New Zealand	REGISTERED	606485	11-Jan-2000	606485	13-Jul-2000
DNCP	Norway	REGISTERED	2000-00283	13-Jan-2000	202607	27-Apr-2000
DNCP	Saudi Arabia	REGISTERED	62343	31-Jan-2000	54042	13-Sep-2000
DNCP	Singapore	Published	T00/01883D	09-Feb-2000		
DNCP	South Africa	Pending	2000/02071	10-Feb-2000		
DNCP	Taiwan	REGISTERED	89-007220	11-Feb-2000	942931	01-Jun-2001
DNCP	Venezuela	REGISTERED	27192000	21-Feb-2000	271900	27-Aug-2001
SINAP **	United States of America	Pending	78064464	18-May-2001		

\* Cancellation Proceeding pending  
 \*\* Opposition Proceeding pending



---

**TRADEMARK ASSIGNMENT**

**by and between**

**LUCENT TECHNOLOGIES INC.**

**and**

**DNCP SOLUTIONS, LLC**

**Effective as of April 30, 2002**

---

NY1 5193037v1

**RECORDED: 10/04/2002**

**TRADEMARK  
REEL: 002593 FRAME: 0380**