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

102247169

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

1. Name of conveying party(ies):

Marconi Online Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 12/19/2001

2. Name and address of receiving party(ies)

Name: Marconi Communications Inc.

Internal Address:

Street Address: 1000 Marconi Drive

City: Warrendale State: PA Zip: 15086

- 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

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

A. Trademark Application No.(s)

76/275,221

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: Withrow & Terranova, P.L.L.C.

Internal Address:

Street Address: P.O. Box 1287

City: Cary State: NC Zip: 27512

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:

50-1732

(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.

Steven N. Terranova

Name of Person Signing

Signature

October 3, 2002

Date

Total number of pages including cover sheet, attachments, and document: 15

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
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ASSET TRANSFER AND ASSUMPTION AGREEMENT

between

MARCONI ONLINE SYSTEMS INC.

and

MARCONI COMMUNICATIONS INC.

Dated as of December 19, 2001

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ASSET TRANSFER AND ASSUMPTION AGREEMENT, dated as of December 19, 2001, between Marconi Online Systems Inc., a Delaware corporation ("Transferor"), and Marconi Communications Inc. ("Transferee"), a Delaware corporation.

WITNESSETH:

WHEREAS (i) Transferee desires to acquire and the Transferor desires to transfer to Transferee all of the assets related to the Business as set forth on Schedule 2.01 and (ii) the Transferor desires to transfer to Transferee, and Transferee agrees to assume, all of the liabilities related to the Business, each upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, as consideration for the transfer of the Transferred Assets from the Transferor to the Transferee, Transferee intends to make payment to the Transferor in the amount of \$1,000 in cash;

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definitions. For purposes of this Agreement, each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
"Assumed Liabilities"	2.02(a)
"Business"	Exhibit A
"Closing"	2.05
"Closing Date"	2.05
"Transferee"	Recitals
"Transferor"	Recitals
"Transferred Assets"	2.01

SECTION 1.02. References. Except as otherwise specifically indicated, all references in this Agreement to Sections refer to Sections of this Agreement, and all references to Schedules refer to Schedules attached hereto and all such Schedules are incorporated herein by reference.

ARTICLE II

Transfer of Assets

SECTION 2.01. Transfer of Assets. Effective as of the Closing Date, the Transferor shall hereby transfer, convey, assign and deliver to Transferee, and Transferee shall hereby acquire and accept from the Transferor, all right, title and interest of the Transferor, as of the Closing Date, in and to those assets, properties and rights (contractual or otherwise), real, personal and mixed, tangible and intangible, wherever located, which relate to or are used or usable in connection with the Business, as the Business is practiced as of the Closing (the "Transferred Assets"). The Transferred Assets shall include, without limitation, as set forth on Schedule 2.01, those certain assets, properties and rights described in the following clauses (a) through (f) inclusive, if and to the extent that such assets, properties and rights relate to or are used or usable in connection with the Business as the Business is practiced as of the Closing:

(a) all claims, rights and obligations under those contracts, licenses and agreements and purchase and sale orders applicable to the Business as are identified in Schedule 2.01(a);

(b) product registrations and applications therefor, and all other licenses, permits, consents, clearances, authorizations and approvals of any Federal, state, local or foreign court or governmental agency, authority, instrumentality or regulatory body;

(c) U.S. and foreign patents (including all reissues, divisions, continuations and extensions thereof), trademarks, servicemarks, trade names, business names, brand names, copyrights and domain names, including any registrations or applications for registration thereof as are identified in Schedule 2.01(c);

(d) customer and supplier lists;

(e) all warranties, indemnities or other rights or claims against third parties or otherwise relating to the Business; and

(f) trade secrets, confidential information, inventions, know-how, formulae, processes, procedures, research records, records of inventions (including invention disclosures identified in Schedule 2.01(f)), test information, market surveys, and marketing know-how.

SECTION 2.02. Assumption of Certain Liabilities. Effective as of the Closing Date, Transferee shall hereby assume all liabilities and obligations of any nature, or claims of such liability or obligation, whether matured or unmatured, liquidated or unliquidated, fixed or contingent, known or unknown, whether arising out of occurrences prior to, at or after the Closing Date (except as set forth below), arising out of or relating to the conduct of the Business (collectively, the "Assumed Liabilities"). The Assumed Liabilities shall include, without limitation, those liabilities and obligations described in the following clauses (a) through (d):

(a) all lawsuits and claims, but only to the extent commencing after the Closing Date to the extent resulting from the conduct of Business prior to, on or after the Closing Date;

(b) all obligations under all contracts listed in Schedule 2.01(a); and

(c) all liabilities arising from the manufacture, distribution or sale of any products or services of the Business prior to, on or after the Closing Date.

SECTION 2.03. Consents of Third Parties. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not constitute an agreement to assign any asset, claim, right or contract or any benefit arising under or resulting from such asset, claim, right or contract if an attempted assignment thereof, without the consent of a third party, would constitute a breach or other contravention of the rights of such third party, would be ineffective with respect to any party to an applicable agreement or would in any way adversely affect the rights of the Transferor or, upon transfer, Transferee in, to or under such asset. If any transfer or assignment by the Transferor to, or any assumption by Transferee of, any interest in, or liability, obligation or commitment under, any asset requires the consent of a third party, then such assignment or assumption shall be made subject to such consent being obtained.

SECTION 2.04. Consideration. On the date hereof, in exchange for the Transferred Assets, (a) Transferee shall make payment to the Transferor in the amount of \$1,000 in cash, and (b) Transferee shall assume the Assumed Liabilities.

SECTION 2.05. Closing. The closing (the "Closing") of the transactions contemplated by this Agreement shall be held at the offices of Marconi plc, 1 Bruton Street, London, at 10:00 a.m., on the date hereof, effective as of January 1, 2002 (the date of the Closing being referred to herein as the "Closing Date"). On January 2, 2002, Transferee shall deliver, or cause to be delivered to the Transferor a payment in cash, as set forth in Section 2.04 and the Transferor shall deliver all documents necessary to convey the Transferred Assets to Transferee and any licenses or other documents that Transferee reasonably requests, it being understood and agreed that, as between the parties, no further documents shall be necessary for the Transferor to convey the Transferred Assets to Transferee or for the Transferee to acquire the Transferred Assets or assume the Assumed Liabilities from Transferor.

ARTICLE III

Covenants

SECTION 3.01. Consents. Each party hereto shall, and shall cause its affiliates to, use reasonable best efforts (at its own expense) to obtain, and to cooperate in obtaining, all consents from third parties necessary or appropriate to permit the transfer of the Transferred Assets to, and the assumption of the Assumed Liabilities by, Transferee and to obtain a release from The Coca-Cola Company of the guarantee provided by Marconi Commerce Systems Inc. of the Master Agreement, described in Schedule 2.01(a); provided, however, that the parties shall not be required to pay or commit to pay any amount to (or incur any obligation in favor of) any person from whom any such consent may be required (other than nominal filing or application fees).

SECTION 3.02. Expenses; Transfer Taxes. All costs, expenses and taxes incurred in connection with this Agreement and the transactions contemplated hereby shall be

paid by the party incurring such costs, expenses and taxes, including all costs, expenses and taxes incurred pursuant to Sections 3.01 and 3.03.

SECTION 3.03. Post-Closing Cooperation. (a) The Transferor and Transferee shall cooperate with each other, and shall cause their officers, employees, agents, auditors and representatives to cooperate with each other to ensure the orderly transfer of the Transferred Assets to Transferee, and the assumption by Transferee of the Assumed Liabilities, and to minimize any disruption to the business of the Transferor or the conduct of the Business that might result from the transactions contemplated hereby.

(b) To the extent that the Transferor reasonably determines following the Closing that it has retained possession of any asset that, pursuant to the terms of this Agreement, is a Transferred Asset, Transferor shall, as soon as reasonably practicable, transfer, convey, assign and deliver such asset to the Transferee.

(c) Neither party shall be required by this Section 3.03 to take any action that would unreasonably interfere with the conduct of its business or unreasonably disrupt its normal operations.

SECTION 3.04. Bulk Transfer Laws. Transferee hereby waives compliance by the Transferor with the provisions of any so-called "bulk transfer law" of any jurisdiction in connection with the transfer of the Transferred Assets under this Agreement.

SECTION 3.05. Further Assurances. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions (subject to Section 3.01), as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement, including, in the case of the Transferor, executing and delivering to Transferee such assignments, deeds, bills of sale, consents and other instruments as Transferee or its counsel may reasonably request as necessary or desirable for such purpose.

ARTICLE IV

Indemnification

SECTION 4.01. Indemnification by Transferee. Transferee agrees to indemnify the Transferor against, and agrees to hold it harmless from, any liabilities, losses, claims, actions, causes of action, investigations, proceedings, demands, obligations, assessments, judgments, costs, fines, damages, penalties or expenses (including, without limitation, reasonable attorneys' fees and costs of investigation and litigation), of any nature (collectively, "Losses") incurred or suffered by the Transferor arising out of any of the following: (a) the Assumed Liabilities; or (b) any claim arising out of or related to the Business.

SECTION 4.02. Notice of Claims; Assumption of Defense. The indemnified party shall give prompt notice to the indemnifying party, in accordance with the terms of Section 5.09, of the assertion of any claim, or the commencement of any suit, action or proceeding in respect of which indemnity may be sought hereunder, specifying with reasonable particularity

the basis therefor and giving the indemnifying party such information with respect thereto as the indemnifying party may reasonably request (but the giving of such notice shall not be a condition precedent to indemnification hereunder). The indemnifying party may, at its own expense, (a) participate in and (b) upon notice to the indemnified party and the indemnifying party's written agreement that the indemnified party is entitled to indemnification pursuant to Section 4.01 for Losses arising out of such claim, suit, action or proceeding, at any time during the course of any such claim, suit, action or proceeding, assume the defense thereof; provided that (y) the indemnifying party's counsel is reasonably satisfactory to the indemnified party and (z) the indemnifying party shall thereafter consult with the indemnified party upon the indemnified party's reasonable request for such consultation from time to time with respect to such claim, suit, action or proceeding. If the indemnifying party assumes such defense, the indemnified party shall have the right (but not the duty) to participate in the defense thereof and to employ counsel, at its own expense, separate from the counsel employed by the indemnifying party. Whether or not the indemnifying party chooses to defend or prosecute any such claim, suit, action or proceeding, all of the parties hereto shall cooperate in the defense or prosecution thereof.

SECTION 4.03. Settlement or Compromise. Any settlement or compromise made or caused to be made by the indemnified party or the indemnifying party, as the case may be, of any such claim, suit, action or proceeding of the kind referred to in Section 4.02 shall also be binding upon the indemnifying party or the indemnified party, as the case may be, in the same manner as if a final judgment or decree had been entered by a court of competent jurisdiction in the amount of such settlement or compromise. No party shall settle or compromise any claim, suit, action or proceeding without the prior written consent of the other party, which shall not be unreasonably withheld.

ARTICLE V

Miscellaneous

SECTION 5.01. Entire Agreement; Amendment; Waiver; No Third Party Beneficiaries. This Agreement and the Schedules annexed hereto constitute the entire understanding between the parties with respect to the subject matter hereof, and supersedes all other understandings and negotiations with respect thereto. This Agreement may be amended only in a writing signed by both parties hereto. Any provision of this Agreement may be waived only in a writing signed by the party to be charged with such waiver. No course of dealing between the parties shall be effective to amend or waive any provision of this Agreement. This Agreement shall not be assignable by Transferee without the prior written consent of the Transferor. This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give or be construed to give to any person (including any former subsidiary of the Transferor), other than the parties hereto and such assigns, any legal or equitable rights hereunder.

SECTION 5.02. Severability. In the event that any provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity,

illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction.

SECTION 5.03. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

SECTION 5.04. Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of (a) the Supreme Court of the State of New York, New York County, and (b) the United States District Court for the Southern District of New York, for the purposes of any suit, action or other proceeding arising out of this Agreement or any other transaction contemplated hereby. Each party agrees to commence any such action, suit or proceeding either in the United States District Court for the Southern District of New York or if such suit, action or other proceeding may not be brought in such court for jurisdictional reasons, in the Supreme Court of the State of New York, New York County. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any action, suit or proceeding in New York with respect to any matters to which it has submitted to jurisdiction in this Section 6.04. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in (i) the Supreme Court of the State of New York, New York County, or (ii) the United States District Court for the Southern District of New York, and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

SECTION 5.05. Waiver of Jury Trial. Each party hereby waives to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of, under or in connection with this Agreement or any other transaction contemplated hereby. Each party (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 6.05.

SECTION 5.06. Captions. The captions in this Agreement are for purposes of reference only and shall not limit or otherwise affect the interpretation hereof.

SECTION 5.07. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5.08. Certain Definitions. For all purposes hereof:

“affiliate” of any person means another person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such first person.

“including” means including, without limitation.

“person” means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, Governmental Entity or other entity.

“subsidiary” of any person means another person, an amount of the voting securities, other voting ownership or voting partnership interests of which is sufficient to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first person or by another subsidiary of such first person.

SECTION 5.09. Notices. All notices, requests and other communications to any party hereunder shall be in writing and shall be deemed given if delivered personally, telecopied (which is confirmed) or sent by overnight courier (providing proof of delivery) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

(i) if to the Transferor, to:

Marconi Online Systems Inc.
c/o Marconi Inc.
7300 West Friendly Ave.
Greensboro, NC 27420

Attention: Charles Carlson

(ii) if to Transferee, to:

Marconi Communications Inc.
5900 Landerbrook Drive
Suite 300
Cleveland, OH 44024-4019
Attention: Dan Rose

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as for the day and year first above written.

MARCONI ONLINE SYSTEMS INC.

by Kenneth P. Mason

Name: KENNETH P. MASON

Title: PRESIDENT & CEO

MARCONI COMMUNICATIONS INC.

by

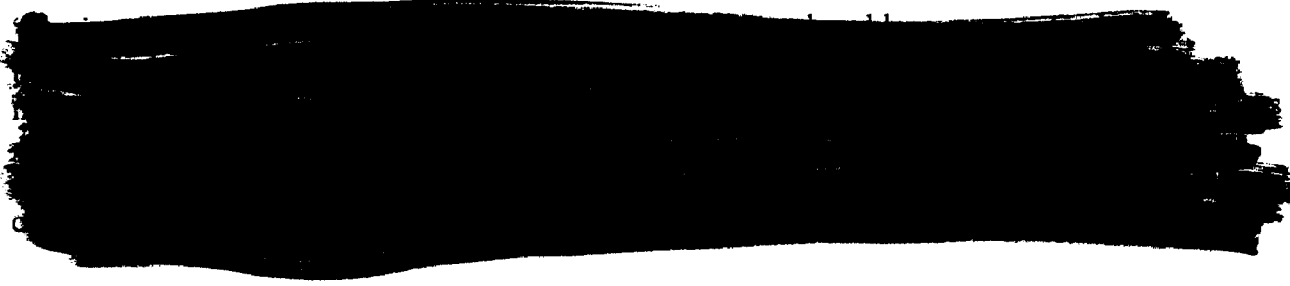
Timothy B. Guerin

Name: TIMOTHY B. GUERIN

Title: EXECUTIVE VICE PRESIDENT

Exhibit A

Description of Business



Schedule 2.01

Transferred Assets

(a) Contracts, licenses and agreements and purchase and sale orders relating to the Business:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(c) Intellectual Property:

Patent Application:

[REDACTED]			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Trademark Application:

Trademark Application, 76/275,221, for "RENTIVEND"

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]