

12-04-2002

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/200) Tab settings



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

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

1. Name of conveying party(ies):

ADC Telecommunications, Inc. 13625 Technology Drive Eden Prairie, Minnesota 55344

11-27-02

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date:

2. Name and address of receiving party(ies)

Name: Harold Associates, Inc.

Internal Address:

Street Address: 4277 Price Road

City: Gainesville State: GA Zip: 30506

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Georgia 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)

B. Trademark Registration No.(s) 2,016,031

Additional number(s) attached Yes No

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

Name: Vickie Rathbone

Internal Address:

Street Address: 4277 Price Road

City: Gainesville State: GA Zip: 30506

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:

DO NOT USE THIS SPACE

9. Signature.

Charles Randall Harold

Name of Person Signing

Signature

11-22-02

Date

Total number of pages including cover sheet, attachments, and document: 4

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

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SALE OF ASSETS AND ASSUMPTION AGREEMENT

THIS SALE OF ASSETS AND ASSUMPTION AGREEMENT (the "Agreement") is made and entered into as of November ~~14~~, 2002 (the "Effective Date"), by and between ADC Telecommunications, Inc., a Minnesota corporation, with offices located at 13625 Technology Drive, Eden Prairie, Minnesota 55344 (the "Seller"), and Harold Associates, Inc., a Georgia corporation, with offices located at 4277 Price Road, Gainseville, GA 30506 (the "Buyer"). Seller and Buyer are each a "Party" and are hereinafter collectively referred to as "Parties."

RECITALS

WHEREAS, Seller is the owner of certain assets related to the Fiberbase Software Program, including source code, object code, executable code, user documentation, marketing materials, and license rights in and to the Assigned Contracts related to the Fiberbase Software Program;

WHEREAS, Seller desires to sell to Buyer substantially all of Seller's assets related to the Fiberbase Software Program, described in greater detail below;

WHEREAS, Seller desires to assign to Buyer all of Seller's rights and obligations in and to certain Assigned Contracts described in greater detail below; and

WHEREAS, Buyer desires to purchase substantially all of Seller's assets related to the Fiberbase Software Program; and Buyer desires to accept the assignment of the Assigned Contracts and assume the obligations of Seller thereunder, subject to the conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, and the mutual agreements, covenants, representations, and warranties contained in this Agreement, the receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

1. Seller hereby sells, assigns and transfers to Buyer all of its right, title and interest in and to the assets related to the Fiberbase Software Program set forth in the attached Exhibit A (the "Assets"), including without limitation all copyrights in the source code, user documentation, and marketing materials. To the best of Seller's knowledge, Exhibit A sets forth all of the material assets associated with versions 3.6 and higher of the Fiberbase Software Program. To the extent Seller discovers material assets related to versions 3.6 or later of the Fiberbase Software Program after the Effective Date, Seller shall convey such assets to Buyer.

2. Seller hereby sells, assigns and transfers to Buyer the "FiberBase" mark and all the goodwill associated with the registered "FIBERBASE" mark, U.S. registration number 2,016,031, together with all translations, adaptations, derivations, and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (the "Assigned Marks"). Nothing in this agreement shall grant Buyer any rights in and to any trademark or service mark based on or that incorporates the "ADC"

trademark, or any other trademark or service mark owned or controlled by Seller other than the Assigned Marks.

3. Seller hereby sells, assigns and transfers to Buyer all right, title and interest in and to U.S. Patent Application serial number 10/005,219, filed December 4, 2001, and all continuing and foreign applications claiming priority from the this patent application, including without limitation any divisional, reissue, and reexamination applications (the "Assigned Patent").

4. Seller hereby assigns and transfers to Buyer all of its right, title and interest in and to the following Assigned Contracts:

- (a) That certain Seapine Software, Inc. license agreement, serial number TTMD-3344-5354-1929, for the TestTrack Web Software;
- (b) That certain Merant Inc. software license agreement effective March 30, 2001, for the DataDirect Connect standard OEM Version ODBC Drivers for 32 bit Windows and Solaris platform for Oracle database; and
- (c) That certain MapInfo Corporation shrinkwrap license agreement for the Map X software.
- (d) That certain End User License Agreement for the Microsoft Visual C++ Compiler software program.

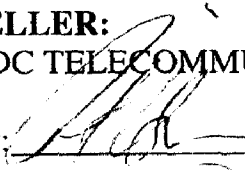
Copies of the Assigned Contracts are attached hereto as Exhibit B. Buyer hereby expressly assumes all the obligations of Seller under the Assigned Contracts, and agrees to be bound by all of the terms of each of the individual Assigned Contracts. Buyer acknowledges that certain software elements from the above-listed Assigned Contracts have been incorporated in and are necessary for the proper functionality of the Fiberbase Software Program. Seller shall provide notice of the assignment of the Assigned Contracts to each of the parties. Seller and Buyer acknowledge and agree that this Agreement is contingent upon receiving the consent from Merant, Inc. for the OEM Version ODBC Drivers for 32 bit Windows and Solaris platform for Oracle database.

5. The software licensed to Seller pursuant to the following contracts has been used by Seller from time to time in connection with the Fiberbase Software Program:

- (a) That certain End User License Agreement with Microsoft Corporation for the Visio software product;
- (b) That certain Microsoft Product Integration Agreement, number PIP-950765, effective 4/11/2000; and
- (c) That certain Software License with Globetrotter Software, Inc. for the Flex LM software product dated October 27, 1999.
- (d) Leadtools Active X Component, Version 11.5.0.001, software program

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

SELLER:
ADC TELECOMMUNICATIONS INC.

By: 

Printed Name: Pat O'Brien

Its: Vice President

BUYER:
HAROLD ASSOCIATES, INC.

By: 

Printed Name: Charles Randall Harold

Its: President