

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

REC 1

01-14-2003

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



To the Honorable Commissioner of Patent

al documents or copy thereof.

102337167

1. Name of conveying party(ies):

ADC Telecommunications, Inc. 1-13-03

Receiving party(ies)

Name: Kentrox, LLC

Internal Address: Attn: General Counsel

Street Address: 20010 NW Tanasbourne Dr.

City: Hillsboro State: OR Zip: 97124

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

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

Other Limited Liability Company - Delaware

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: December 6, 2001

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

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

222 7067

Additional number(s) attached Yes No

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

Name: General Counsel

Internal Address: Platinum Equity, LLC

Street Address: 2049 Century Park East Suite 2700

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41): \$ 690

- 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]

Signature

1/13/03

Date

Total number of pages including cover sheet, attachments, and document: 14

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

Recordation Form Cover Sheet

Assignor: ADC Telecommunications, Inc.

Assignee: Kentrox, LLC

Continuation of Item 4.B.

1734567

2056834

2090460

1714608

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10-02-2002



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Form PTO-1594 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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TRADEMARKS ONLY

COVER SHEET

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

Tab settings

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.

- 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: Kentrox, LLC

Internal Address: Attn: Legal Counsel

Street Address: 20010 NWTanasbourne Dr.

City: Hillsboro State: OR Zip: 97124

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

2227067

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

Street Address: 2049 Century Park East Suite 2700

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41) \$ 690

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Michael Ross Name of Person Signing

[Signature] Signature

10/1/02 Date

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Recordation Form Cover Sheet

Assignor: ADC Telecommunications, Inc.

Assignee: Kentrox, LLC

Continuation of Item 4.B.

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ASSIGNMENT OF TRADEMARKS

WHEREAS, ADC Telecommunications, Inc., a Minnesota corporation ("Assignor"), is the exclusive owner of the entire right, title and interest in and to all of the Trademarks listed on Appendix A (which Appendix is attached hereto and incorporated) (collectively, the "Trademarks").

WHEREAS, pursuant to that certain Membership Interests Purchase Agreement (the "Purchase Agreement") dated July 31, 2001, by and among Assignor and APD Holdings, LLC, a Delaware limited liability company ("APD"), Assignor has agreed to assign and transfer to Kentrox, LLC ("Assignee"), a wholly owned subsidiary of APD, and Assignee has agreed to acquire, all of the right, title and interest of Assignor in and to the Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns and transfers nunc pro tunc as of the "Closing Date" (as defined in the Purchase Agreement):
 - (a) the entire and exclusive right, title and interest of Assignor in and to the Trademarks; and
 - (b) the sole right to enforce the Trademarks, including, without limitation, the right to sue for and recover for Assignee's own use accrued profits and damages for any and all infringements thereof, including, without limitation, past infringements, with respect to which Assignor hereby waives any right to receive any portion thereof.
2. Assignor hereby agrees, without further consideration but at Assignee's expense, to take all such actions, and to execute all such applications, oaths, petitions, assignments or other instruments, which may be necessary in order to carry into full force and effect the assignment and transfer of the Trademarks by Assignor to Assignee under this Assignment of Trademarks.
3. Except as set forth in the Purchase Agreement, Assignor makes no representations or warranties of any nature, either express or implied.

4. Assignor hereby authorizes the United States Patent and Trademark Office to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment of Trademarks.

SIGNED AND SEALED this 6th day of December, 2001.

ADC Telecommunications, Inc.
a Minnesota corporation

By: [Signature]
Name: Jeffrey D. Flaum
Title: Vice President, General Counsel and Corporate Secretary

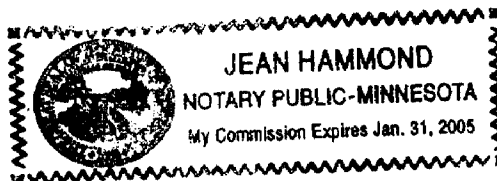
(Corporate Seal)

State of Minnesota)
County of Hennepin) ss.

On this 6th day of December, 2001, before me, Jean Hammond
A Notary Public for the State of Minnesota personally appeared
Jeffrey D. Flaum, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledge to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS, my hand and official seal.

Jean Hammond
Notary Public



(SEAL)

APPENDIX A**Trademarks Assigned to Kentrox, LLC**

Case Number/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
AAC-1	02316.0603/01 Canada	Registered	804166 12-Feb-1996	508518 24-Feb-1999
AAC-1	02316.0603/01 Korea, Republic of	Registered 39	965303 13-Feb-1996	398108 04-Mar-1998
AAC-1	02316.0603/01 United States of America	Registered 9	75/004549 10-Oct-1995	2056834 29-Apr-1997
AAC-3	02316.0727/01 Australia	Registered 9	741157 11-Aug-1997	741157 06-Aug-1999
AAC-3	02316.0727/01 European Community	Registered 9	621854 29-Aug-1997	621854 30-Aug-1999
AAC-3	02316.0727/01 Japan	Registered 9	9147856 13-Aug-1997	4269387 30-Apr-1999
AAC-3	02316.0727/01 Korea, Republic of	Registered 39	9738411 12-Aug-1997	420516 09-Sep-1998
AAC-3	02316.0727/01 Singapore	Pending 9	974197 11-Aug-1997	
AAC-3	02316.0727/01 United States of America	Registered 9	75/225918 15-Jan-1997	2150512 14-Apr-1998

APPENDIX A (continued)**Trademarks Assigned to Kentrox, LLC**

Case Number/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
ADSU	02316.0453/01 United States of America	Registered 9	74/447169 13-Oct-1993	1932082 31-Oct-1995
ATMOSPHERE	02316.0893/01 United States of America	Abandoned 9	74/308188 25-Aug-1992	1917171 05-Sep-1995
CELLSMART	02316.0726/01 United States of America	Registered 9	75/256897 13-Mar-1997	2382052 05-Sep-2000
CELLVISION	02316.0775/01 United States of America	Pending 9	75/268955 03-Apr-1997	
COPPERSMART	02316.0862/01 United States of America	Registered 9	75/506168 24-Jun-1998	2363075 27-Jun-2000
CROSSBOW	02316.0782/01 United States of America	Registered 9	74/434499 13-Sep-1993	1923365 03-Oct-1995
CROSSPATH	02316.0688/01 Australia	Registered 9	741156 11-Aug-1997	741156 25-May-1998
CROSSPATH	02316.0688/01 European Community	Registered 9	621730 29-Aug-1997	621730 26-Apr-1999
CROSSPATH	02316.0688/01 Japan	Registered 9	9147855 13-Aug-1997	4223542 18-Dec-1998

APPENDIX A (continued)**Trademarks Assigned to Kentrox, LLC**

Case Number/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
CROSSPATH	02316.0688/01 Korea, Republic of	Registered 39	9738410 12-Aug-1997	420515 09-Sep-1998
CROSSPATH	02316.0688/01 Singapore	Pending 9	974097 11-Aug-1997	
CROSSPATH	02316.0688/01 United States of America	Registered 9	75/225917 15-Jan-1997	2132384 27-Jan-1998
DATASMART	02316.0663/01 United States of America	Registered 9	74/062281 24-May-1990	1714608 08-Sep-1992
DATASMART MAX	02316.0612/01 United States of America	Registered 9	75/117033 10-Jun-1996	2097050 16-Sep-1997
D-SERV	02316.0675/01 United States of America	Registered 9	74/333256 20-Nov-1992	1849086 09-Aug-1994
E-SMART	02316.0627/01 Australia	Registered 9	741158 11-Aug-1997	741158 15-Oct-1999
E-SMART	02316.0627/01 China	Registered 9	9700133819 01-Dec-1997	1276230 21-May-1999
E-SMART	02316.0627/01 European Community	Registered 9	621896 29-Aug-1997	621896 06-Apr-1999

APPENDIX A (continued)

Trademarks Assigned to Kentrox, LLC

Case Number/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
E-SMART	02316.0627/01 Korea, Republic of	Registered 39	9738409 12-Aug-1997	428115 03-Nov-1998
E-SMART	02316.0627/01 Singapore	Pending 9	973997 11-Aug-1997	
E-SMART	02316.0627/01 United States of America	Registered 9	75/225830 15-Jan-1997	2401161 07-Nov-2000
FRAMEVISION	02316.0736/02 United States of America	Registered 9	75/644277 19-Feb-1999	2399231 31-Oct-2000
IPSHARE	02316.0712/01 United States of America	Registered 9	75/237601 06-Feb-1997	2246991 25-May-1999
KENTROX	02316.0780/01 United States of America	Registered 9	73/830315 10-Oct-1989	1600542 12-Jun-1990
KENTROX	02316.0807/01 United States of America	Registered 9	73/083205 08-Apr-1976	1097970 01-Aug-1978
KENTROX WANCARD	02316.0676/01 United States of America	Registered 9	74/599025 14-Nov-1994	1931532 31-Oct-1995

APPENDIX A (continued)**Trademarks Assigned to Kentrox, LLC**

Case Number/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
K-PAD	02316.0669/01 United States of America	Registered 9	72/437837	972259 06-Nov-1973
LIGHTWATCH	02316.0696/01 Australia	Registered 9	586857 21-Sep-1992	586857 10-Feb-1994
LIGHTWATCH	02316.0696/01 Benelux	Registered 9	786184 22-Sep-1992	521362 03-May-1993
LIGHTWATCH	02316.0696/01 Canada	Registered 1	713272 21-Sep-1992	425709 25-Mar-1994
LIGHTWATCH	02316.0696/01 France	Registered 9	92434753 22-Sep-1992	92434753 05-Mar-1993
LIGHTWATCH	02316.0696/01 Germany	Registered 9	416479 23-Sep-1992	2046597 07-Oct-1993
LIGHTWATCH	02316.0696/01 Ireland	Registered 9	92/5054 21-Sep-1992	150011 09-Jun-1994
LIGHTWATCH	02316.0696/01 Italy	Registered 9	92C001827 22-Sep-1992	643036 30-Jan-1995

APPENDIX A (continued)**Trademarks Assigned to Kentrox, LLC**

Case Number/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
LIGHTWATCH	02316.0696/01 Japan	Registered 9	3071890 24-Sep-1992	8786494 31-Aug-1995
LIGHTWATCH	02316.0696/01 Korea, Republic of	Registered 39	92-26419 23-Sep-1992	277126 20-Oct-1993
LIGHTWATCH	02316.0696/01 Sweden	Registered 9	9208383 22-Sep-1992	248527 23-Apr-1993
LIGHTWATCH	02316.0696/01 United Kingdom	Registered 9	1513428 22-Sep-1992	1513428 27-Aug-1993
LIGHTWATCH	02316.0696/01 United States of America	Registered 9	74/257848 23-Mar-1992	1729108 03-Nov-1992
MAGNUM 100	02316.0698/01 Australia	Registered 9	586856 21-Sep-1992	586856 16-Nov-1994
MAGNUM 100	02316.0698/01 Benelux	Registered 9	786185 22-Sep-1992	522336 01-Jun-1993
MAGNUM 100	02316.0698/01 Canada	Registered	713271 21-Sep-1992	429512 24-Jun-1994
MAGNUM 100	02316.0698/01 France	Registered 9	92434752 22-Sep-1992	92434752 05-Mar-1993

APPENDIX A (continued)

Trademarks Assigned to Kentrox, LLC

Case Number/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
MAGNUM 100	02316.0698/01 Germany	Registered 9	416569 23-Sep-1992	2046596 07-Oct-1993
MAGNUM 100	02316.0698/01 Ireland	Registered 9	92/5053 21-Sep-1992	150399 23-Mar-1992
MAGNUM 100	02316.0698/01 Italy	Registered 9	92C001826 22-Sep-1992	643035 30-Jan-1995
MAGNUM 100	02316.0698/01 Japan	Registered 9	22964992 24-Sep-1992	4254133 26-Mar-1999
MAGNUM 100	02316.0698/01 United Kingdom	Registered 9	1513434 22-Sep-1992	1513434 10-Sep-1993
MAGNUM 100	02316.0698/01 United States of America	Registered 9	74/257761 23-Mar-1992	1734567 24-Nov-1992
MAGNUMPLUS	02316.0704/01 Argentina	Pending 9	2195125 29-Dec-1998	
MAGNUMPLUS	02316.0704/01 Australia	Registered 9	781441 18-Dec-1998	781441 11-Jun-1999
MAGNUMPLUS	02316.0704/01 Austria	Registered 9	AM805798 30-Dec-1998	183486 09-Aug-1999

APPENDIX A (continued)

Trademarks Assigned to Kentrox, LLC

Case Number/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
MAGNUMPLUS	02316.0704/01 Benelux	Registered 9	929279 21-Dec-1998	647732 04-Oct-1999
MAGNUMPLUS	02316.0704/01 Brazil	Pending 9	821327550 30-Dec-1998	
MAGNUMPLUS	02316.0704/01 China	Registered 9	9800145736 25-Dec-1998	1411445 21-Jun-2000
MAGNUMPLUS	02316.0704/01 Germany	Registered 9	39874740 29-Dec-1998	39874740 10-May-1999
MAGNUMPLUS	02316.0704/01 Mexico	Registered 9	359230 04-Jan-1999	601538 24-Feb-1999
MAGNUMPLUS	02316.0704/01 South Africa	Pending 9	9823369 23-Dec-1998	
MAGNUMPLUS	02316.0704/01 United Kingdom	Registered 9	2185001 22-Dec-1998	2185001 11-Feb-2000
MAGNUMPLUS	02316.0704/01 United States of America	Registered 9	75/512033 02-Jul-1998	2270704 17-Aug-1999
M-PATH	02316.0723/01 Japan	Registered 9	9122077 02-Jun-1997	4293450 09-Jul-1999

APPENDIX A (continued)**Trademarks Assigned to Kentrox, LLC**

Case Number/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
M-PATH	02316.0723/01 Korea, Republic of	Registered	9725377 04-Jun-1997	413928 31-Jul-1998
M-PATH	02316.0723/01 Singapore	Registered 9	9706209 26-Dec-1996	9706209 26-Dec-1996
MULTISMART	02316.0664/01 United States of America	Registered 9	74/044423 02-Apr-1990	1658652 24-Sep-1991
NETWORK ESSENTIALS	02316.0602/01 United States of America	Registered 9	75/004548 10-Oct-1995	2090460 26-Aug-1997
OPERA	02316.1061/01 United States of America	Registered 9	75-204,869 27-Nov-1996	2,227,067 02-Mar-1999
PLUG INTO THE POSSIBILITIES	02316.0881/01 United States of America	Pending 9	75/486521 18-May-1998	
PREVENT MAPPING	02316.1049/01 United States of America	Pending 9	75/732828 21-Jun-1999	
SATELLITE	02316.0803/01 United States of America	Registered 9	75/373270 15-Oct-1997	2312622 25-Jan-2000
SMDSU	02316.0665/01 United States of America	Registered 9	74/189178 29-Jul-1991	1798529 12-Oct-1993

APPENDIX A (continued)

Trademarks Assigned to Kentrox, LLC

Case Number/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
T-SENTRY & DESIGN	02316.0270/01 Canada	Registered 1	665532 30-Aug-1990	397554 24-Apr-1992
T-PATH	02316.0721/01 Japan	Registered 9	9122076 02-Jun-1997	4293449 09-Jul-1999
T-PATH	02316.0721/01 Korea, Republic of	Registered	9725376 04-Jun-1997	413927 31-Jul-1998
T-SENTRY & DESIGN	02316.0270/01 United States of America	Abandoned 9	74/060811 21-May-1990	1637488 12-Mar-1991
T-SERV	02316.0671/01 United States of America	Registered 9	73/799339	1571719 19-Dec-1989
T-SMART	02316.0670/01 United States of America	Registered 9	73/704300	1511608 08-Nov-1988
ULTIMATE ACCESS	02316.0724/01 United States of America	Registered 42	75/240412 12-Feb-1997	2158525 19-May-1998