

01-22-2003

FORM PTO-1594

1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



102343555

To the Honorable Commissioner of Patents and

ments or copy thereof.

1. Name of conveying party(ies):

Lucent Technologies Inc.

- Individual(s)
- General Partnership
- Corporation-Delaware
- Other _____
- Association
- Limited Partnership

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

1-16-03

2. Name and address of receiving party(ies):

Name: Aastra Technologies Ltd.

Address: 155 Snow Boulevard
Concord, Ontario
CANADA L4K 4N9



3. Nature of Conveyance:

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

Execution Date: September 30, 2001

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

75/930,408 - VIDEORUNNER

B. Trademark registration No.(s)

2,213,229 - LINKRUNNER

Additional numbers attached? Yes No

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

Jeffrey H. Kaufman
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
Attorneys at Law
1940 Duke Street
Alexandria, Virginia 22314

OSMMN Ref: 230452US-33 JHK/KMD/mjo

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 50-2014
(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.

Jeffrey H. Kaufman
Name of Person Signing

Jeffrey H. Kaufman
Signature

1/16/03
Date

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

OMB No. 0651-0011 (exp. 4/94)

01/21/2003 DBYRME 00000199 75930408

Do not detach this portion

01 FC:8521 documents to be recorded with 12.00 cover sheet information to:
02 FC:8522 25.00

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

TRADEMARK
REEL: 002653 FRAME: 0099

TRADEMARK ASSIGNMENT

by and between

LUCENT TECHNOLOGIES INC.

and

AASTRA TECHNOLOGIES LTD.

Effective as of September 30, 2001

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), effective as of September 30, 2001 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974-0636, United States of America ("Assignor"), and Aastra Technologies Ltd., a Canadian corporation, with offices at 155 Snow Blvd., Concord, Ontario, Canada L4K 4N9 ("Assignee").

RECITALS

A. WHEREAS, Assignor has sold certain assets and liabilities with respect to Assignor's Optical Fiber Solutions business to Assignee;

B. WHEREAS, Assignor presently owns or controls certain trademark applications, trademark registrations and common-law trademarks as set forth on Appendix A hereto (the "Assigned Marks") and related goodwill that have been developed by Assignor and Assignor's business units;

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 Marks and all of the goodwill associated therewith and all other rights Assignor may have with respect to such Assigned Marks.

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 and in accordance with the provisions of the asset purchase agreement dated September 28, 2001 between Assignor and Assignee, hereby transfers, conveys and assigns to Assignee all of Assignor's present right, title and interest in and to the Assigned Marks in the United States and throughout the world, any common law rights relating to the Assigned Marks, together with all of the assets and the goodwill of the business represented by the Assigned Marks, and the right to sue and recover for, and the right to 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 Marks or such represented good will.

Assignor agrees that, upon request it will, at any time 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 Marks 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.

LUCENT TECHNOLOGIES INC.

By: *D. Laurence Padilla*
D. Laurence Padilla
President- Intellectual Property
Business

Date: 1/11/02

AASTRA TECHNOLOGIES LTD.

By: _____
Anthony P. Shen
President & COO

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: _____

AASTRA TECHNOLOGIES LTD.

By: *Anthony P. Shen*
Anthony P. Shen
President & COO

Date: Sept. 30, 2001

ACKNOWLEDGMENTS

STATE OF NEW JERSEY)

: ss:

COUNTY OF SOMERSET)

I CERTIFY that on January 11, ²⁰⁰²~~2001~~, 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 from its Board of Directors.

Angelina Cagliostro

Name
Notary Public
My Commission Expires:
[Notarial Seal]

ANGELINA CAGLIOSTRO
▲ NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 1/21/2004

STATE OF NEW JERSEY)

: ss:

COUNTY OF SOMERSET)

I CERTIFY that on _____, 2001, ~~Francis~~ *Anthony P* Shen 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 _____ ; 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]

APPENDIX A
ASSIGNED TRADEMARKS

US APPLICATIONS

Trademark	Country Name	Application Number
LAMBDA RUNNER	United States of America	78005678
MPEG OVER COLORS	United States of America	78007680
NETDEC	United States of America	78071018
VIDEO OVER COLORS	United States of America	78006294
VIDEORUNNER	United States of America	75930408

US REGISTRATIONS

Trademark	Country Name	Registration Number
LINKRUNNER	United States of America	2213229

FOREIGN APPLICATIONS

Trademark	Country Name	Application Number
LAMBDARUNNER	China	2000062863
LAMBDARUNNER	European Community	001649235
LAMBDARUNNER	Taiwan	89026104
LAMBDARUNNER	Venezuela	007951
LAMBDARUNNER	Brazil	823124088
LAMBDARUNNER	Canada	1064756
LAMBDARUNNER	Egypt	133131
LAMBDARUNNER	Hong Kong	200009438
LAMBDARUNNER	Indonesia	8662
LAMBDARUNNER	India	924860
LAMBDARUNNER	Japan	200050761
LAMBDARUNNER	Korea, South	40200020877
LAMBDARUNNER	Malaysia	200006761
LAMBDARUNNER	Saudi Arabia	64297
LAMBDARUNNER	Singapore	T0009449B
LAMBDARUNNER	Thailand	419552

FOREIGN REGISTRATIONS

Trademark	Country Name	Registration Number
LAMBDARUNNER	Australia	834341
LAMBDARUNNER	Norway	204915
LAMBDARUNNER	New Zealand	614048
VIDEORUNNER	European Community	001535590

COMMON LAW TRADEMARKS

Trademark	Country Name
PACKETRUNNER	United States of America
PSIPPLUS	United States of America

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
TRADEMARK EXAMINING OPERATIONS

In re the Application of:

Aastra Technologies Ltd.,
by assignment from Lucent Technologies Inc.

Examining Attorney

Serial No.: 75/930,408

Kimberly Frye

Filed: February 14, 2000

Law Office 104

Mark: VIDEORUNNER

BOX RESPONSES
NO FEE

Honorable Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Dear Commissioner:

COMBINED SUBSTITUTE POWER OF ATTORNEY
AND DESIGNATION OF DOMESTIC REPRESENTATIVE

The undersigned hereby revokes all previous powers of attorney herein and appoints **Jeffrey H. Kaufman**, and the following attorneys of the law firm of **OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.**, as its attorneys with full powers of substitution and revocation and to transact all business in the Patent and Trademark Office in connection with the captioned application:

Norman F. Oblon
Marvin J. Spivak
C. Irvin McClelland
Gregory J. Maier
Arthur I. Neustadt
David J. Kera
Jeffrey H. Kaufman
Brian D. Anderson
Roberta S. Bren
P. Jay Hines
Jonathan Hudis

Jordan S. Weinstein
Brian B. Darville
Kathleen Cooney-Porter*
Colette Durst-Barkey
Amy C. Sullivan*
Christopher I. Donahue
Richard D. Kelly
James D. Hamilton
Eckhard H. Kuesters
Robert T. Pous
Charles L. Gholz

Jean-Paul Lavalleye
Stephen G. Baxter
Richard L. Treanor
Steven P. Weihrouch
John T. Goolkasian*
Richard L. Chinn
Steven E. Lipman

Members of the Bar of Virginia (except as indicated)

* Member of the Bar of the District of Columbia


Please address all correspondence to Jeffrey H. Kaufman at OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C., Fourth Floor, 1755 Jefferson Davis Highway, Arlington, Virginia 22202.

DESIGNATION OF DOMESTIC REPRESENTATIVE

OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C., whose postal address is 1755 Jefferson Davis Highway, Fourth Floor, Arlington, Virginia 22202, is hereby designated Applicant's representative upon whom notice or process in proceedings affecting the mark may be served.

AASTRA TECHNOLOGIES LTD.

Signature:



Name:

John Tobia
(printed or typewritten)

Title/Position:

VP Legal + General Counsel

Date:

Nov. 26/02

JHK/lhc/klk (I:\atty\JHK\1816-230452us-poa.doc)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
POST REGISTRATION SECTION

In re the Registration of:

Aastra Technologies Ltd.,
by assignment from Lucent Technologies Inc.

Registration No.: 2,213,229

BOX POST REG
NO FEE

Issued: December 22, 1998

Mark: LINKRUNNER

Honorable Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Dear Commissioner:

COMBINED SUBSTITUTE POWER OF ATTORNEY
AND DESIGNATION OF DOMESTIC REPRESENTATIVE

The undersigned hereby revokes all previous powers of attorney herein and appoints Jeffrey H. Kaufman, and the following attorneys of the law firm of OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C., as its attorneys with full powers of substitution and revocation and to transact all business in the Patent and Trademark Office in connection with the captioned registration:

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Arthur I. Neustadt
David J. Kera
Jeffrey H. Kaufman
Brian D. Anderson
Roberta S. Bren
P. Jay Hines
Jonathan Hudis

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Brian B. Darville
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Colette Durst-Barkey
Amy C. Sullivan*
Christopher I. Donahue
Richard D. Kelly
James D. Hamilton
Eckhard H. Kuesters
Robert T. Pous
Charles L. Gholz

Jean-Paul Lavalleye
Stephen G. Baxter
Richard L. Treanor
Steven P. Weihrouch
John T. Goolkasian*
Richard L. Chinn
Steven E. Lipman

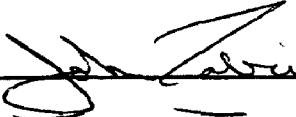
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AASTRA TECHNOLOGIES LTD.

Signature: 
Name: John Tobia
(printed or typewritten)
Title/Position: VP Legal + General Counsel
Date: Nov. 26/02

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