

1.30.03



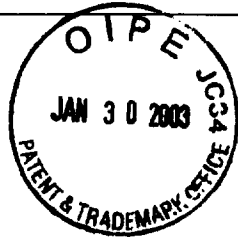
To the Honorable Commissioner of Patents and Trademarks

102355479

documents or copy thereof.

1. Name(s) of conveying party(ies):
EADS Telecom UK Limited

- Individual(s)
- Association
- Limited Partnership
- Corporation
- General Partnership
- 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: July 29, 2002

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

Name: Cogent Defence and Security Networks Limited

Address: Meadows Road, Queenway Meadows
Newport NP19 4SS
Wales

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation U.K.
- Other:

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application Number(s):

B. Trademark Registration Number(s):

2,441,175

Additional numbers attached? Yes No

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

Name: Lisa Peller London

Address: FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.
1300 I Street, N.W.
Washington, D.C. 20005-3515

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
- Authorized to be charged to deposit account only if fee is deficient

8. Deposit Account No.: 06-0916

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.

Lisa Peller London

Name of person signing

Signature

1/30/03

Date

Total number of pages including cover sheet, attachments and documents: 5

EDSN TELECOM UK
~~EDSN UK (HOLDINGS) LIMITED~~

AND

COGENT DEFENCE AND SECURITY NETWORKS LIMITED


COGENT TRADE MARK DEED OF ASSIGNMENT
(UNITED STATES)
(EDSN UK/ COGENT)

THIS DEED OF ASSIGNMENT is made on

9th July

2002

BETWEEN:

- EDSN TELECOM UK* 
- (1) ~~EDSN UK (HOLDINGS)~~ LIMITED, a company incorporated in England and Wales (registration no. 4167356) whose registered office is at ~~200 Aldersgate Street, London, EC1A 4JJ~~ *TEMPLE BAR, SUBWAY STATION, NEWBOLT NP19 4SS*; and
- (2) COGENT DEFENCE AND SECURITY NETWORKS LIMITED, a company incorporated in England and Wales (registration no. 4191036) whose registered office is at ~~200 Aldersgate Street, London, EC1A 4JJ~~ *TEMPLE BAR, SUBWAY STATION, NEWBOLT NP19 4SS* ("Cogent").

THE PARTIES AGREE as follows:

1. **DEFINITIONS**

- 1.1 In this Deed, capitalised words and expressions shall (unless otherwise defined herein) have the meaning given thereto in the Intellectual Property Transfer, Licence and Access Agreement, and in addition:

"Cogent Trade Mark" means United States trade mark number 2441175, short particulars of which are set out in the Schedule to this Deed, together with any and all goodwill or reputation attaching to or deriving from the Cogent Trade Mark; and

"Intellectual Property Transfer, Licence and Access Agreement" means the intellectual property transfer, licence and access agreement dated 30 November 2001 between, inter alios, Nortel Networks Limited, EDSN UK and Cogent.

- 1.2 The headings in this Deed are inserted for convenience only and shall not affect the construction of this Deed.
- 1.3 The Schedule to this Deed shall form part of this Deed and shall have the same force and effect as if expressly set out in the body of this Deed; accordingly, any references to this Deed shall include references to the Schedule.
- 1.4 In this Deed, unless the context otherwise requires or as expressly otherwise stated, the singular shall include the plural and vice versa; references to persons shall include individuals, companies, trusts or other undertakings and governmental, supranational and state agencies and regulatory bodies; references to Clauses and Schedules and parts thereof are to the clauses and schedules of and to this Deed or parts thereof, respectively.

2. **ASSIGNMENT**

EDSN UK hereby assigns to Cogent the Cogent Trade Mark (including the right to sue for past infringements), subject to any existing rights of third parties in relation to the Cogent Trade Mark and subject to the relevant terms and conditions of the Intellectual Property Transfer, Licence and Access Agreement but otherwise with full title guarantee.

3. **FURTHER ASSURANCE**

EDSN UK shall on written request by Cogent, and at Cogent's expense, do and execute, or arrange or procure the doing and executing of, each act, document and thing reasonably necessary to implement this Deed.

4. **GOVERNING LAW AND JURISDICTION**

- 4.1 This Deed is governed by and shall be construed and take effect in accordance with English law.
- 4.2 The Courts of England shall have non-exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this Deed.

**SCHEDULE 1
THE COGENT TRADE MARK**

Trademark	Class	Application No.	Application Filed	Registration No.	Registration Date	Status
COGENT	38	75/712234	7 Aug 1995	2441175	3 April 2001	Registration

IN WITNESS WHEREOF this Deed has been duly executed

Executed as a Deed by)
~~EBSN UK (HOLDINGS) LIMITED~~)

EBSN Telecom UK 



Director

P. WATSON

Name of Director

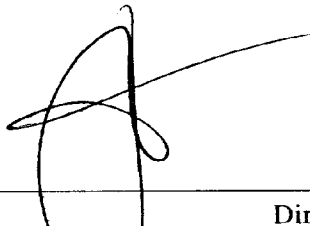


Director/ Secretary

P.K. LANGDON

Name of Director/ Secretary

Executed as a Deed by)
COGENT DEFENCE AND SECURITY NETWORKS LIMITED)



Director

J. HARRISON

Name of Director



Director/ Secretary

P.K. LANGDON

Name of Director/ Secretary