

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Premisys Communications, Inc.		06/06/2003	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zhone Technologies, Inc.		
<b>Street Address:</b>	7001 Oakport Street at Zhone Way		
<b>City:</b>	Oakland		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94261		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>		
<b>Registration Number:</b>	1738931		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(650)833-2002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(650) 833-2343		
<b>Email:</b>	cbashir@graycary.com		
<b>Correspondent Name:</b>	Michelle R. Harbottle, Esq.		
<b>Address Line 1:</b>	400 Hamilton Avenue		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94301-1833		
<b>ATTORNEY DOCKET NUMBER:</b>	2100748-121		
<b>NAME OF SUBMITTER:</b>	Carol Anne Bashir		

OP \$40.00 1738931

Total Attachments: 1

**900000534**

**TRADEMARK  
REEL: 002664 FRAME: 0501**



ASSIGNMENT OF REGISTERED TRADEMARK

WHEREAS, Premisys Communications, Inc., a Delaware corporation ("ASSIGNOR"), is the owner of the following trademark now registered in the United States Patent and Trademark Office:

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
PREMISYS	1738931	12/08/1992

and

WHEREAS, Zhone Technologies, Inc., a Delaware corporation, having principal offices at 7001 Oakport Street at Zhone Way, Oakland, CA 94261 ("ASSIGNEE"), is desirous of acquiring said Trademark and the Registration;

ASSIGNOR, hereby constitutes and appoints ASSIGNEE as ASSIGNOR's true and lawful attorney in fact, with full power of substitution in ASSIGNOR's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in ASSIGNEE or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademark and the Registration that may have accrued in ASSIGNOR's favor from the respective date of first use of the Trademark from the Effective Date of this Assignment. ASSIGNOR hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

NOW, THEREFORE, in consideration of good and valuable consideration, ASSIGNOR hereby assigns to ASSIGNEE all right, title and interest in the United States in and to said Trademark and the Registration, together with the common law rights and goodwill of the business symbolized by said Trademark and the Registration thereof, and together with the right to recover for damages and profits from past infringements thereof, if any.

Signed at OAKLAND, CALIFORNIA, this 6<sup>TH</sup> day of June, 2003.

PREMISYS COMMUNICATIONS, INC.

By:   
Kirk Misaka

Title: CFO