

02-20-2003

FORM PTO-1594

RE



U.S. Department of Commerce  
Patent and Trademark Office  
Attorney Docket No. 6266.0002

102368630

To the Honorable Commissioner of Patents and

attached original documents or copy thereof.

1. Name(s) of conveying party(ies):

Nortel Networks Limited

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

1-30-03

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

3. Nature of conveyance:

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

Execution Date: November 30, 2001

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

Name: EADS Defence and Security Networks S.A.S.

Address: Rue Jean-Pierre Timbaud  
B.P. 26, 78892 Bois d'Arcy  
France

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - France
- Other:

30 2003

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: 6

02/19/2003 6TOM11 00000012 2441175

01 FC:0521

40.00 DP

Execution Version

**NORTEL NETWORKS LIMITED**

**AND**

**EADS DEFENCE AND SECURITY NETWORKS S.A.S.**

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**COGENT TRADE MARK DEED OF ASSIGNMENT  
(UNITED STATES)**

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THIS DEED OF ASSIGNMENT is made on *30<sup>th</sup> November* 2001

**BETWEEN:**

- (1) **NORTEL NETWORKS LIMITED**, a corporation incorporated under the laws of Canada whose principal office is at 8200 Dixie Road, Suite 100, Brampton, Ontario, L6T 5PG, Canada ("Nortel Networks"); and
- (2) **EADS DEFENCE AND SECURITY NETWORKS S.A.S.**, a French société par actions simplifiée whose registered office is at rue Jean-Pierre Timbaud, B.P. 26, 78892 Bois d'Arcy, France ("EDSN").

**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 registration 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 of even date herewith between, inter alios, Nortel Networks and EDSN.

- 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**

Nortel Networks hereby assigns to EDSN 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**

Nortel Networks shall on written request by EDSN, and at EDSN'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**

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

A handwritten signature, possibly 'M.', is written below the registration information. Two curved arrows originate from the registration number '2441175' and point towards the registration date '3 April 2001', suggesting a link or correction between the two.

IN WITNESS WHEREOF this Deed has been duly executed

Executed as a Deed by )  
NORTEL NETWORKS LIMITED )



\_\_\_\_\_  
Authorised signatory

GORDON DAVIES

\_\_\_\_\_  
Name of authorised signatory

Executed as a Deed by )  
EADS DEFENCE AND SECURITY NETWORKS S.A.S. )



\_\_\_\_\_  
Authorised signatory

Jean-François Racthau

\_\_\_\_\_  
Name of authorised signatory