

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tekelec		08/30/2002	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Catapult Communications Corporation
Street Address:	160 S. Whisman Road
City:	Mountain View
State/Country:	CALIFORNIA
Postal Code:	94041
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2449799	MGTS
Registration Number:	2328368	PASM
Registration Number:	2053714	CHAMELAN 100
Registration Number:	1503690	CHAMELEON

CORRESPONDENCE DATA	
Fax Number:	(650)493-6811
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	ttran@wsgr.com
Correspondent Name:	Wilson Sonsini Goodrich & Rosati
Address Line 1:	650 Page Mill Road
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050

ATTORNEY DOCKET NUMBER:	20665-000
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NAME OF SUBMITTER:	Ty Tran
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Total Attachments: 6
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT, dated as of August 30, 2002 (the "Assignment"), is by and between Tekelec, a California corporation ("Assignor"), and Catapult Communications Corporation, a Nevada corporation ("Assignee").

W I T N E S S E T H

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 15, 2002 (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, the Transferred Intellectual Property Rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably sell, assign, transfer, set over, and deliver, and cause its subsidiaries and affiliates irrevocably to sell, assign, transfer, set over, and deliver to Assignee, in perpetuity and throughout the world, all of Assignor's right, title, and interest in and to any and all of the Transferred Intellectual Property Rights (except for those Transferred Intellectual Property Rights indirectly acquired by Assignee by buying the Tekelec Japan Stock), including, without limitation (i) the Patents set forth in Schedule 1 of this Assignment, including without limitation any foreign counterparts, and (ii) the Trademarks set forth in Schedule 2 of this Assignment, including without limitation all goodwill symbolized thereby, all including, without limitation, the right to sue for and recover damages for any past, present or future infringement of such Intellectual Property Rights, said Transferred Intellectual Property Rights to be held and enjoyed by Assignee or its designee(s) as entirely as the same would have been held and enjoyed by the Assignor and/or its subsidiaries had this sale, assignment and transfer not been made.

Assignor does hereby further agree and promise to execute all instruments and render all such assistance as Assignee may request in order to make and prosecute any and all applications on said Transferred Intellectual Property Rights or to confirm in Assignee or its designee(s) legal title to said Transferred Intellectual Property Rights and all Intellectual Property Rights pertinent to said Transferred Intellectual Property Rights.

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. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

Initially capitalized terms that are used but not defined herein shall have the meanings given to such terms in the Agreement.


Initially capitalized terms that are used but not defined herein shall have the meanings given to such terms in the Agreement.

This Assignment shall be governed and construed in accordance with the laws of the State of California, without regard to the applicable principles of conflict of laws.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:

Tekelec

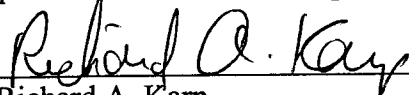
By: 

Ronald W. Buckley, Vice President
and General Counsel

**ACKNOWLEDGED AND
ACCEPTED:**

ASSIGNEE:

Catapult Communications Corporation

By: 

Richard A. Karp
Chief Executive Officer

Schedule 1 to Assignment

Country/ Region/ Treaty	Title	Filed	Ser. No.	Patent No.	Issue Date
US	Frame Relay Access Device And Method For Transporting SS7 Information Between Signaling Points (joint ownership with U.S.T.N. Services) (now Illuminet, Inc.)	5/10/96	08/644,264	5,974,052	10/26/99
US	System And Method of Testing Open Systems Interconnection (OSI) Layers In Telecommunication Networks (joint ownership with Ericsson, Inc.)	3/22/96	08/620,475	5,732,213	3/24/98
Australia	System And Method of Testing Open Systems Interconnection (OSI) Layers In Telecommunication Networks (joint ownership with Ericsson, Inc.)	3/21/97	25409	712337	11/04/99
Brazil	System And Method of Testing Open Systems Interconnection (OSI) Layers In Telecommunication Networks (joint ownership with Ericsson, Inc.)	3/21/97	9708332		
Canada	System And Method of Testing Open Systems Interconnection (OSI) Layers In Telecommunication Networks (joint ownership with Ericsson, Inc.)	3/21/97	2,248,986		

Country/ Region/ Treaty	Title	Filed	Ser. No.	Patent No.	Issue Date
China	System And Method of Testing Open Systems Interconnection (OSI) Layers In Telecommunication Networks (joint ownership with Ericsson, Inc.)	3/21/97	97193231		
EPO	System And Method of Testing Open Systems Interconnection (OSI) Layers In Telecommunication Networks (joint ownership with Ericsson, Inc.)	3/21/97	97916923		
Japan	System And Method of Testing Open Systems Interconnection (OSI) Layers In Telecommunication Networks (joint ownership with Ericsson, Inc.)	3/21/97	535334		
US	Methods And Systems For Monitoring Traffic Received From And Loading Simulated Traffic On Broadband Communication Link	3/9/01	09/802,688		
PCT	Methods And Systems For Monitoring Traffic Received From And Loading Simulated Traffic On Broadband Communication Link	3/1/02	PCT/US02/06281		
US	Methods And Systems For Testing Macrodiversity And Handover Functionality Of Radio Network Controller	5/29/01	09/866,955		

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Country/ Region/ Treaty	Title	Filed	Ser. No.	Patent No.	Issue Date
PCT	Methods And Systems For Testing Macrodiversity And Handover Functionality Of Radio Network Controller	5/29/02	PCT/US02/16638		
US	Methods And Systems For Testing Throughput Of A Packet-Based Communications Node	2/15/02	10/077,729		

Schedule 2 to Assignment

Registered Trademarks and applications:

Country	Mark	Registration No.	Registration Date	Filing Date
US	MGTS	2,449,799	5/8/01	2/12/99
US	PASM	2,328,368	3/14/00	9/15/98
US	CHAMELAN 100	2,053,714	4/22/97	3/25/91
US	CHAMELEON	1,503,690	9/13/88	10/19/87

Unregistered Trademarks:

**Atlas
ATM7
ATM 7 Inspector
Chamelan 100
Chameleon
Chameleon 32+
Chameleon Inspector
Chameleon Open / Open-X
Inspector
MGTS
MGTS Compact
MGTS Companion
MGTS FLEX
MGTS Flex
MGTS i3000
PASM
SoftTest
velOSity**