

05-01-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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102435585

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Marconi Data Systems Inc.

4.30.03

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

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

3. Nature of conveyance:

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

Execution Date: 01/21/2002

2. Name and address of receiving party(ies)

Name: Marconi Communications, Inc.

Internal

Address:

Street Address: 1000 Marconi Drive

City: Warrendale State: PA Zip: 15086

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

OFFICE OF PATENT AND TRADEMARKS  
FINANCE SECTION  
2003 APR 23 AM 10 40

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,704,012

Additional number(s) attached  Yes  No

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

Name: Steven N. Terranova

Internal Address:

Street Address: P.O. Box 1287

City: Cary State: NC Zip: 27512

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

8. Deposit account number:

50-1732

DO NOT USE THIS SPACE

9. Signature.

Steven N. Terranova  
Name of Person Signing

Signature

4/25/2003  
Date

Total number of pages including cover sheet, attachments, and document: 6

04/30/2003 LNUELLER 00000136 2704012  
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Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 002722 FRAME: 0115

## ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT is entered into as of this 21<sup>st</sup> day of January, 2002 by and between Marconi Communications, Inc., a Delaware corporation ("Assignee"), and Marconi Data Systems Inc., a Delaware corporation ("Assignor") in connection with that Asset Transfer and Assumption Agreement between Assignee and Assignor dated January 10, 2002 (the "Asset Transfer and Assumption Agreement").

WHEREAS, Assignor is the registered owner of the patents, patent applications, invention disclosures (including, without limitation, any patents or patent applications that might derive from the foregoing), and copyrights listed on the attached Schedule 2.01(f) and the trademarks, service marks, trade dress and domain names listed on the attached Schedule 2.01(g), and registrations in any jurisdictions of, and applications to register, the foregoing (all of the foregoing being collectively, the "Intellectual Property Assets"); and

WHEREAS, Assignee is desirous of acquiring said Intellectual Property Assets.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in the Asset Transfer and Assumption Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby assign unto Assignee, all right, title and interest it may have in and to the Intellectual Property Assets and any registrations and applications therefor, together with the good will of the business symbolized by the Intellectual Property Assets and any registrations and applications therefor.

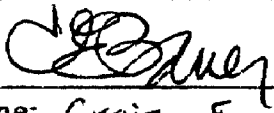
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2. This Intellectual Property Assignment is made pursuant to the Asset Transfer and Assumption Agreement and does not confer any different, additional, or inconsistent rights, duties, or obligations from those conferred by the Asset Transfer and Assumption Agreement.


3. In the event of any conflict or inconsistency between the terms, provisions or conditions of this Intellectual Property Assignment and the Asset Transfer and Assumption Agreement, the terms, provisions and conditions of the Asset Transfer and Assumption Agreement shall govern.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective duly authorized representatives as of the date first written above.

**MARCONI DATA SYSTEMS INC.**

By:   
Name: Craig E. Bauer  
Title: President and Chief Executive Officer

**MARCONI COMMUNICATIONS, INC.**

By:   
Name: Edward J. Hudson  
Title: Authorized Signatory

STATE OF ILLINOIS

)

COUNTY OF DePue

) ss.

)

Subscribed and sworn to before me this 21<sup>st</sup> day of January, 2002.

Teresa M Darzins  
Notary Public

My Commission Expires:

May 19, 2003



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RECORDED: 04/30/2003

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