

05-15-2003

**MARK RECORDATION FORM COVER SHEET**

ts and Trademarks: Please record the attached original documents or copy thereof.



102448619

Amherst Holding Co.

5.13.03

- Individual(s)       Association
  - General Partnership       Limited Partnership
  - Corporation-State of Delaware
  - 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: December 16, 2002

2. Name and address of receiving party:
- Name: **Capewell Components Company, LLC**  
 Internal Address: \_\_\_\_\_  
 Street Address: 46 Nooks Hill Road  
 City: Cromwell      State: CT  
 Zip Code: 06416
- Individual(s) citizenship \_\_\_\_\_
  - Association \_\_\_\_\_
  - General Partnership \_\_\_\_\_
  - Limited Partnership \_\_\_\_\_
  - Corporation-State \_\_\_\_\_
  - Other Connecticut Limited Liability Company

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

4. Application number(s) or registration number(s):
- |  |  |
|--|--|
| A. Trademark Application No.(s)<br><b>76/350,624 THE HOT STRIPPER;</b> | B. Trademark Registration No.(s)<br><b>2,000,244 AMHERST FIBER OPTICS;</b> |
|--|--|
- Additional numbers attached?  Yes       No

5. Name and address of party whom correspondence concerning document should be mailed:
- Name: **DeLIO & PETERSON, LLC**  
 Street Address: **121 Whitney Avenue**  
 City: **New Haven**      State: **CT**  
 Zip Code: **06510-1241**

6. Total number of applications and registrations involved:..... [ **5** ]
7. Total Fee (37 CFR 3.41) \$ 140  
 Enclosed  
 Authorized to be charged to Deposit Account number below
8.  Authorized to charge Deposit Account Number **04-0566** for any over or under payment

**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.
- Anthony P. DeLio, Reg. No. 18,729**      *Anthony P. DeLio*      5/9/03  
 Name of Person Signing      Signature      Date
- Total number of pages including cover sheet, attachments, and document: [ **8** ]

I hereby certify that this correspondence is being deposited with the United States Postal Service on the date indicated below as first class mail in an envelope addressed to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450.

Name: **Brenda Sullivan**      Date: 5/9/03      Signature: *Brenda Sullivan*

5/14/2003 6TON11 00000058 76350624

1 FC:8521      40.00 00  
 2 FC:8522      100.00 00

FINANCE SECTION  
 MAY 13 AM 7:40  
 TRADEMARK RECORDS

**CONTINUATION OF TRADEMARK RECORDATION FORM  
COVER SHEET**

**Box No. 4**

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

**A. Trademark Application No.(s) 76/350,623 RECOSLEEVE**

**B. Trademark Registration No.(s) 2,594,282 SMARTSLEEVE  
2,594,281 SCANSLEEVE**

## ASSIGNMENT

This Assignment is dated as of the 16<sup>th</sup> day of December 2002, by and between **Amherst FiberOptics, Inc.** (formerly known as Infusion Acquisition Corp.), a Delaware corporation having its principal place of business at 750 Old Hickory Blvd., Suite 250, Brentwood, TN 37027 ("AFI"), **Amherst Holding Co.**, a Delaware corporation having its principal place of business at 300 Delaware Avenue, Suite 553, Wilmington, DE 19801 ("AHC") and, together with AFI, collectively, "Amherst" or "Assignor") a corporation organized and existing under the laws of the State of Delaware, and **Capewell Components LLC**, ("Capewell" or "Assignee") a corporation organized and existing under the laws of the State of Connecticut, having an office for the transaction of business at 46 Nooks Hill Road, Cromwell, CT 06416;

WHEREAS, Capewell, is the assignee of all rights, title, and interest in and to the United States patent applications, United States Patent numbers, and all foreign and international intellectual properties listed on the attached Schedule A;

WHEREAS, Amherst has agreed to sell, assign, transfer and convey their rights to all the intellectual properties listed in the attached Schedule A, and Capewell is desirous of acquiring all said intellectual properties;

NOW, THEREFORE, in return for \$20,000, lawful money of the United States of America, in hand paid by Capewell to Amherst as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Amherst does hereby sell, assign, transfer and convey to Capewell the entire right, title, and interest in and to the intellectual properties listed in the attached Schedule A, and any patents that may hereafter issue thereon; the inventions as set forth and described therein; all reissues, reexamination certificates, extensions, renewals, divisions, continuations, and continuation-in-part applications thereof; all priority rights under the Paris Convention with respect to said intellectual properties; and all rights under prior assignments to Amherst of the inventions of the intellectual properties; to have and to hold the same to the full end of the term thereof for Capewell's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Amherst covenants that it will, upon request, execute and deliver to Capewell without further compensation any further documents and instruments, including further applications, papers, affidavits, powers of attorney, and assignments and take all other lawful acts deemed necessary by Capewell to enable Capewell to more effectively obtain, maintain and enforce the full benefits of the rights and interest herein assigned.

C - 1713

This Assignment shall be binding upon the successors, assigns or other legal representatives of Amherst and shall inure to the benefits of the successors, assigns or other legal representatives of Capewell.

This Assignment may be executed in any number of counterparts and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one and the same instrument.

The Commissioner of Patents and Trademarks is requested to issue the certificate of letters patent for the U.S. pending patent applications to Capewell Components LLC, 46 Nooks Hill Road, Cromwell, CT 06416.

Executed at Chambersburg, PA, on the 16<sup>th</sup> day of December, 2002.

Executed on behalf of Assignor Amherst FiberOptics, Inc.

By: Barbara S. Persun  
Name: Barbara S. Persun  
Title: VP & Treasurer

STATE OF PA )  
  ) SS:  
COUNTY OF Franklin )

On this 16<sup>th</sup> day of December 2002, Barbara Persun personally appeared before me and signed the above Assignment acknowledging that he/she has the authority to execute the document on behalf of Amherst FiberOptics, Inc.

Bertha A. Paine  
Notary Signature

Notary Seal

Notary Stamp: 

Notarial Seal Bertha A. Paine, Notary Public Chambersburg Boro, Franklin County My Commission Expires Apr. 22, 2006 Member, Pennsylvania Association Of Notaries
--

Executed on behalf of Assignor Amherst Holding Co.

By: Barbara S. Person

Name: Barbara S. Person

Title: VP

STATE OF PA )  
COUNTY OF FRANKLIN ) SS:

On this 16<sup>th</sup> day of December 2002, Barbara Person personally appeared before me and signed the above Assignment acknowledging that he/she has the authority to execute the document on behalf of Amherst Holding Co.

Bertha A. Paine  
Notary Signature

Notary Stamp:

Notarial Seal  
Bertha A. Paine, Notary Public  
Chambersburg Boro, Franklin County  
My Commission Expires Apr. 22, 2006  
Member, Pennsylvania Association Of Notaries

Notary Seal

Accepted by Assignee Capewell Components LLC

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

Sworn to and subscribed before me this \_\_\_\_\_ day of December 2002.

\_\_\_\_\_  
Notary Signature

Notary Stamp:

Notary Seal

Executed on behalf of Assignor Amherst Holding Co.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS:

On this \_\_\_ day of December 2002, \_\_\_\_\_ personally appeared before me and signed the above Assignment acknowledging that he/she has the authority to execute the document on behalf of Amherst Holding Co.

\_\_\_\_\_  
Notary Signature

Notary Stamp:

Notary Seal

Accepted by Assignee Capewell Components Company LLC

By: Kenneth W. MacCormac

Date: 12/14/02

Name: Kenneth W. MacCormac

Title: President

STATE OF CT )  
COUNTY OF HARTFORD ) SS:

Sworn to and subscribed before me this 14<sup>th</sup> day of December 2002.

Robert J. Glass  
Notary Signature

Notary Stamp:

Notary Seal

**ROBERT J. GLASS**  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES FEB. 29, 2004

**SCHEDULE A<sup>1</sup>**

**U.S. Patent Applications**

09/440,114  
09/933,136  
10/023,693  
09/548,618  
09/549,212  
09/548,722  
10/038,810

**U.S. Patents**

6,023,996  
5,946,986  
6,369,883  
6,485,199  
6,334,007  
6,454,471  
6,336,750  
Design 448,735  
Design 464,028

**Canadian Patent Application**

2,343,984

**Canadian Patent Nos.**

92122  
93734

**International Applications**

PCT/US02/44778  
PCT/US01/44324  
PCT/US02/08114

**U.S. Trademark Applications**

76/350,624  
76/350,623

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In connection with assignment of the above intellectual properties, Capewell shall also acquire the Amherst customer list[s].

U.S. Trademarks

Reg. No. 2000244

Reg. No. 2594282

Reg. No. 2594281

Domain Names

amherstengineering.com

amherstfiberoptics.com

amherstfo.com

amherstinternational.com

edfanow.com

erbiumamp.com

fibersplice.com

fusionsplice.com

photonicsassembly.com

smartsplice.com

splicenow.com

wdmnow.com

xssplice.com