

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



102487741

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

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

1. Name of conveying party:  
The Linksys Group, Inc. **6-25-03**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State of California  
 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: May 31, 2003

2. Name and address of receiving party:  
Name: Cisco-Linksys LLC  
Street Address: 170 West Tasman Drive  
City: San Jose State: California Zip: 95134

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State of California  
 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

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

A. Trademark Application Nos.  
76/400,922                      76/488,978  
76,402,312

Additional number(s) attached  Yes  No

B. Trademark Registration Nos.

<u>2,668,925</u>	<u>2,452,243</u>	<u>2,240,193</u>
<u>2,602,282</u>	<u>2,345,313</u>	<u>2,144,553</u>
<u>2,607,922</u>	<u>2,411,278</u>	<u>2,132,012</u>
<u>2,520,778</u>	<u>2,249,631</u>	<u>2,094,911</u>

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Karen Marie Kitterman, Esq.  
Internal Address: Fenwick & West LLP  
Silicon Valley Center  
Street Address: 801 California Street  
City: Mountain View State: California Zip: 94041

07/01/2003 ECDOPER 00000143 76400922  
01 FC:8521 40.00 DP  
02 FC:8522 350.00 DP

6. Total number of applications and registrations involved: \_\_\_\_\_

7. Total fee (37 CFR 3.41)..... \$390.00  
 Enclosed  
 Authorized to be charged to deposit account, if necessary

8. Deposit account number:  
52-0261

DO NOT USE THIS SPACE

9. Signature.  
Karen Marie Kitterman, Esq. *Karen Marie Kitterman*                      June 24, 2003  
Name of Person Signing                      Signature                      Date

I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail" Post Office to "Addressed" service under 37 CFR 1.10 on the date and address above and is addressed to: Assistant Commissioner for Trademark, 2900 Crystal Dr., Arlington, VA 22202-4310, Washington, D.C. 20231

Express Mail mailing label (if any) EV255 79709805                      6/25/03                      8

LARISA BURSHTEYN  
(Type or Print Name of Person Mailing Paper or Fee)  
(Signature of Person Mailing Paper or Fee)

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "*Assignment*") is made and entered into as of May ~~31~~ 2003 by and between Cisco-Linksys LLC (formerly known as Lion Acquisition, LLC), a California limited liability company and a wholly-owned subsidiary of Cisco Systems, Inc., a California corporation, ("*Assignee*") and The Linksys Group, Inc., a California corporation ("*Assignor*").

WHEREAS, the Assignor and the Assignee are parties to that certain Asset Purchase Agreement, dated as of March 19, 2003 (the "*Purchase Agreement*"), pursuant to which the Assignee has acquired all of the Assignor's right, title and interest in and to all of the trademarks, service marks, and trade names, together with the good will associated with and symbolized by them, as defined in the Purchase Agreement, including, without limitation, those trademarks, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the "*Assigned Trademarks*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to the Assignee and its successors and assigns, and the Assignee hereby purchases and accepts from the Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of the Assignor in all matters related to the Assigned Trademarks.

With respect to all of the trademarks in pending, intent-to-use applications, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, to which the trademarks pertain is also being transferred to Assignee pursuant to the Purchase Agreement.

2. Further Assurances. The Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

3. Miscellaneous. This Assignment shall be governed by, and construed in accordance with, the laws of the State of California without reference to such state's principles of conflicts of law. This Assignment may not be supplemented, altered or modified in any manner except by a

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writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors. This Assignment and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

[SIGNATURE PAGE NEXT]

IN WITNESS WHEREOF, the Assignor and Assignee have executed this Assignment as of the day and year first above written.

THE LINKSYS GROUP, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CISCO-LINKSYS LLC

By: *Mark Chandler*  
Name: Mark Chandler  
Title: Manager

State of California )  
  ss.:  
County of Santa Clara

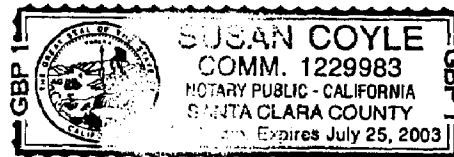
On the 23<sup>rd</sup> day of May in the year 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared Mark Chemetter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which this individual acted, executed the instrument.

*[Signature]*

Notary Public

My commission expires: \_\_\_\_\_

Dated: \_\_\_\_\_



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]



**SCHEDULE I****ASSIGNED TRADEMARKS****U.S. Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>App/Reg #</b>	<b>Status</b>
INSTANT GIGABIT	Federal	76/488,978	Pending
PRESENTATION GATEWAY	Federal	76/402,312	Pending
INSTANT USB DISK	Federal	76/400,922	Pending
PROCONNECT	Federal	2,668,925	Registered
INSTANT WIRELESS	Federal	2,602,282	Registered
INSTANT BROADBAND	Federal	2,607,922	Registered
GIGADRIVE	Federal	2,452,243	Registered
NETWORK EVERYWHERE	Federal	2,520,778	Registered
DESIGN MARK ("RINGING PHONE HOUSE")	Federal	2,345,313	Registered
HOMELINK	Federal	2,411,278	Registered
STACK PRO	Federal	2,249,631	Registered
NETWORK IN A BOX	Federal	2,240,193	Registered
LINKSYS	Federal	2,144,553	Registered
DIRECTCONNECT	Federal	2,132,012	Registered
ETHERFAST	Federal	2,094,911	Registered
LINKSYS & DESIGN	California	96,328	Registered (In the old name: D.E.W. International Corporation)
PARALLEL LINK	California	95,246	Registered (In the old name: D.E.W. International Corporation)

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**Foreign Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>App/Reg #</b>	<b>Status</b>
LINKSYS & Design	Australia	77,073	Registered
LINKSYS	China	1,526,039	Registered
LINKSYS	European Union	001,279,322	Registered
LINKSYS	Russia	203,870	Registered
LINKSYS	South Korea	0,472,222	Registered
LINKSYS	Singapore	T99/09423F	Registered
LINKSYS	Taiwan	00924744	Registered
LINKSYS	Thailand	Kor 130290	Registered
LINKSYS	Japan	2001-086500	Pending
LINKSYS	Malaysia	99-08067	Pending
LINKSYS	The Philippines	4-1999-9775	Pending

**Chinese Character Foreign Trademarks**

<b>Mark</b>	<b>Jurisdiction</b>	<b>App/Reg #</b>	<b>Status</b>
Chinese Characters for LINKSYS	Hong Kong	2002 11315	Pending
Chinese Characters for LINKSYS	Taiwan	091040374	Pending

<b>Trade Names</b>
Linksys
Linksys Group
Linksys Group, Inc.
The Linksys Group
The Linksys Group, Inc.
Linksys (Australia) Pty Ltd.
Linksys Korea
Linksys.nc.kr

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Linksys (Thailand) Co. Ltd.

Linksys Philippines

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**TRADEMARK**  
**REEL: 002770 FRAME: 0008**



## EXHIBIT A

<u>MARK</u>	<u>SERIAL #</u>	<u>FILING DATE</u>	<u>CLASS</u>
PRESENTATION GATEWAY	76/402,312	4/29/02	9
INSTANT GIGABIT	76/488,978	2/10/03	9

<u>MARK</u>	<u>REG. #</u>	<u>REG. DATE</u>	<u>CLASS</u>
PROCONNECT	2,668,925	12/31/02	9
INSTANT WIRELESS	2,602,282	7/30/02	9
INSTANT BROADBAND	2,607,922	8/13/02	9
NETWORK EVERYWHERE	2,520,778	12/18/01	9
GIGADRIVE	2,452,243	5/15/01	9
Miscellaneous Design	2,345,313	4/25/00	9
HOMELINK	2,411,278	12/5/00	9
STACKPRO	2,249,631	6/1/99	9
NETWORK IN A BOX	2,240,193	4/20/99	9
LINKSYS	2,144,553	3/17/98	9
DIRECTCONNECT	2,132,012	1/27/98	9
ETHERFAST	2,094,911	9/9/97	9

23764/00075/DOCS/1358712.1