

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                  |                |
|------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
|------------------|----------------|

|                       |  |
|-----------------------|--|
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
|-----------------------|--|

|                              |          |                |              |
|------------------------------|----------|----------------|--------------|
| CONVEYING PARTY DATA         |          |                |              |
| Name                         | Formerly | Execution Date | Entity Type  |
| Marconi Communications, Inc. |          | 02/20/2004     | CORPORATION: |

|                      |                                   |
|----------------------|-----------------------------------|
| RECEIVING PARTY DATA |                                   |
| Name:                | Advanced Fibre Access Corporation |
| Street Address:      | 1465 North McDowell Boulevard     |
| City:                | Petaluma                          |
| State/Country:       | CALIFORNIA                        |
| Postal Code:         | 94954                             |
| Entity Type:         | CORPORATION: DELAWARE             |

|                           |         |                             |
|---------------------------|---------|-----------------------------|
| PROPERTY NUMBERS Total: 4 |         |                             |
| Property Type             | Number  | Word Mark                   |
| Registration Number:      | 1591750 | DISC*S                      |
| Registration Number:      | 2516009 | DEEP FIBER SOLUTIONS        |
| Registration Number:      | 2508333 | ADVANCED COPPER SOLUTIONS   |
| Registration Number:      | 2115249 | INTEGRATED ACCESS SOLUTIONS |

|  |  |
|--|--|
| CORRESPONDENCE DATA  |  |
| Fax Number:  | (415)983-1200                          |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |
| Email:   | sftrademarks@pillsburywinthrop.com     |
| Correspondent Name:  | Robert B. Burlingame                   |
| Address Line 1:  | Calendar/Docketing Dept. P.O. Box 7880 |
| Address Line 4:  | San Francisco, CALIFORNIA 94120-7880   |

|                         |                |
|-------------------------|----------------|
| ATTORNEY DOCKET NUMBER: | 009584/0000033 |
|-------------------------|----------------|

|                    |                      |
|--------------------|----------------------|
| NAME OF SUBMITTER: | Robert B. Burlingame |
|--------------------|----------------------|

Total Attachments: 4  
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## ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS

This ASSIGNMENT OF SERVICEMARKS AND TRADEMARKS is made as of the 20th day of February, 2004, by Marconi Communications, Inc. ("Seller") to Advanced Fibre Access Corporation, a Delaware corporation ("Assignee").

### RECITAL

WHEREAS, Advanced Fibre Communications, Inc., a Delaware corporation and the parent entity of Assignee ("AFC"), Seller, Advanced Fibre Communications North America, Inc., a Delaware corporation, Marconi Corporation plc, a public limited company organized under the laws of Wales and the United Kingdom, and Marconi Intellectual Property (Ringfence) Inc. are parties to that certain Asset Purchase and Sale Agreement dated as of January 5, 2004, as amended (the "Purchase Agreement");

WHEREAS, pursuant to Section 13.6 of the Purchase Agreement, AFC has assigned to Assignee all of its rights and interests in and under the Purchase Agreement and delegated all of its obligations under the Purchase Agreement to Assignee, and Assignee has accepted such assignment and delegation;

WHEREAS, in accordance with the Purchase Agreement, Seller desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under the servicemarks, trademarks, servicemark and trademark applications and trade names listed on Schedule A annexed hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks"); and

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to execute such instruments as Assignee may reasonably request in order to assign, transfer, grant, convey, assure and confirm to Assignee, its successors and assigns, or to aid and assist in the collection of or reducing to possession by Assignee, its successors and assigns of the Marks.

NOW, THEREFORE, Seller, in consideration of the promises and the mutual covenants and agreements set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Seller's worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment of Servicemarks and Trademarks, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment of Servicemarks and Trademarks not been made.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Servicemarks and Trademarks shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Seller and Assignee have caused their duly authorized officers to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

MARCONI COMMUNICATIONS, INC.

By: Patricia A. Hoffman  
Name: Patricia A. Hoffman  
Title: Director and Secretary

ADVANCED FIBRE ACCESS CORPORATION

By: \_\_\_\_\_  
Name: John A. Schofield  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT OF  
SERVICEMARKS AND TRADEMARKS]

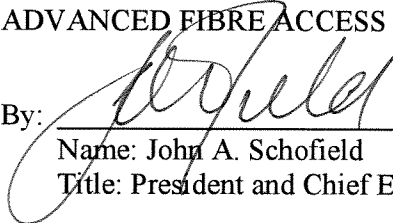
**TRADEMARK**  
**REEL: 002800 FRAME: 0579**

IN WITNESS WHEREOF, Seller and Assignee have caused their duly authorized officers to execute this Assignment of Servicemarks and Trademarks as of the date first above written.

MARCONI COMMUNICATIONS, INC.

By: \_\_\_\_\_  
Name: Patricia A. Hoffman  
Title: Director and Secretary

ADVANCED FIBRE ACCESS CORPORATION

By:  \_\_\_\_\_  
Name: John A. Schofield  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO ASSIGNMENT OF  
SERVICEMARKS AND TRADEMARKS]

**TRADEMARK**  
**REEL: 002800 FRAME: 0580**

**SCHEDULE A**

**1. REGISTERED SERVICEMARKS AND TRADEMARKS**

| <u>Servicemark or Trademark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|---------------------------------|----------------------------|--------------------------|
| DISC*S                          | 1591750                    | 4/17/1990                |
| DEEP FIBER SOLUTIONS            | 2516009                    | 12/11/2001               |
| ADVANCED COPPER SOLUTIONS       | 2508333                    | 11/20/2001               |
| INTEGRATED ACCESS SOLUTIONS     | 2115249                    | 11/25/1997               |

[SCHEDULE A TO ASSIGNMENT OF  
SERVICEMARKS AND TRADEMARKS]