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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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. 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(ies):
General Datacomm Industries, Inc.
General Datacomm, Inc.

11-6-03

☐ Individual(s) ☐ Association
☒ Corporation- **both Delaware Corporations**
☐ Other

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

2. Name and address of receiving party(ies)
Name: **Ableco Finance LLC**

Internal Address: _____

Street Address: **299 Park Avenue**

City: **New York** State: **NY** Zip: **10171**

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership
☐ Corporation-State
☒ Other – **a Delaware 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

TRADEMARK FEE PROCESS RECEIVED
2003 NOV -6 A 9:02
US PATENT & TRADEMARK OFFICE

3. Nature of conveyance:
☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: **September 15, 2003**

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1497497; 2309235; 1265589; 935967; 1464340; 1900476; 1681875; 921860; 1288794; 1314924; 1493967; 1836086; 2404578; 1434579; 1576129; 1525307; 2077935; 1150282; 1266983; 1490910; 2061096; 2131856; 2078899; 2307390; 2237496

Additional number(s) attached ☐ Yes ☒ No

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

Name: **Santo Manna, Esq.**
Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

11/28/2003 DBYRNE 00000199 500675 1497497
01 FC:8521 40.00 DA
02 FC:8522 600.00 DA

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41).....$**640.00**
☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:
500675 – Schulte Roth & Zabel LLP
(Attach duplicate copy of this page if paying by deposit account)

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.

Santo Manna, Esq.		November 3, 2003 ~~October ___, 2003~~
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 14

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

9526208.1

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), effective as of September 15, 2003, is made by GENERAL DATACOMM INDUSTRIES, INC., a Delaware corporation, and GENERAL DATACOMM, INC., a Delaware corporation (collectively, "Debtors"), in favor of ABLECO FINANCE LLC, a Delaware limited liability company, as agent for the "Lenders" from time to time party to the Loan Agreement (in such capacity, the "Secured Party").

RECITALS

A. Debtors, DataComm Leasing Corporation, GDC Holding Company, LLC, GDC Naugatuck, Inc., GDC Realty, Inc, and GDC Federal Systems, Inc. (collectively, the "Borrowers"), Lenders and Secured Party have entered into that certain Loan and Security Agreement, of even date herewith (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Loan Agreement"), pursuant to which Lenders have agreed to make certain loans and other extensions of credit to or for the benefit of the Borrowers.

B. The Borrowers have granted to Secured Party, for the benefit of the Lenders, a continuing first priority security interest in (among other things) all general intangibles of the Borrowers in order to secure the Borrowers' obligations under each of the Loan Documents to which the Borrowers are party.

C. Pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of Lenders under the Loan Agreement, Debtors have agreed to execute and deliver this Agreement to Secured Party for filing with the United States Patent and Trademark Office and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate the existing security interests of Secured Party (for the benefit of the Lenders) in the trademarks and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Debtors hereby agree in favor of Secured Party as follows:

1. Definitions: Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined at New York UCC Section 9-306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the

account of Debtors, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtors from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to any Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Secured Obligations" means all liabilities, obligations, or undertakings owing by Debtors to Secured Party or Lenders of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, the other Loan Documents, or this Agreement, including, without limitation, all Advances, Term Loans and Letters of Credit, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys' fees), and expenses which Debtors are required to pay pursuant to any of the foregoing, by law, or otherwise.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

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(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation".

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referenced.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement and the rules of construction set forth in Section 1 of the Loan Agreement shall likewise govern this Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtors and supplemental rights and remedies in favor of Secured Party (whether under New York law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

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2. Security Interest.

(a) Assignment and Grant of Security Interest.

(i) To secure the payment and performance of the Other Obligations, each of the Debtors hereby grants, assigns, transfers, and conveys a continuing first priority security interest to Secured Party (for the benefit of the Lenders) in all of such Debtors' right, title and interest in, to, and under the following property, whether now existing or hereafter acquired or arising, and whether registered or unregistered (collectively, the "Trademark Collateral"):

(A) all state (including common law), federal and foreign trademarks, service marks and trade names, corporate names, certification marks, collective marks, company names, business names, fictitious business names, d/b/a's, Internet domain names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by any Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation or any trademark law or regulation of any foreign country and to apply for, renew and extend any of the same, to sue in the name of any Debtor or in the name of Secured Party for past, present or future infringement or unconsented use thereof, to bring opposition or cancellation proceedings in the name of any Debtor or in the name of Secured Party and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(B) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(C) all general intangibles related to or arising from any of the Trademarks including without limitation all the goodwill of any Debtors' business symbolized by the Trademarks or otherwise appurtenant thereto; and

(D) all Proceeds of any and all of the foregoing.

(ii) To secure the payment and performance of the Term Loan Obligations, each of the Debtors hereby grants, assigns, transfers, and conveys a continuing first priority security interest to Secured Party (for the benefit of the Lenders) in all of such Debtors' right, title and interest in, to, and under the Trademark Collateral.

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(iii) Secured Party's security interest in the Trademark Collateral Securing the Other Obligations shall have priority over Secured Party's security interest in the Trademark Collateral securing the Term Loan Obligations.

(b) Continuing Security Interest. Each of the Debtors agrees that this Agreement shall create a continuing first priority security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17 hereof.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

3. Further Assurances: Appointment of Secured Party as Attorney-in-Fact. Debtors at their own expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance satisfactory to Secured Party, and take any and all action, which Secured Party may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Secured Party's security interest in the Trademark Collateral and to accomplish the purposes of this Agreement. Secured Party shall have the right, in the name of Debtors, or in the name of Secured Party or otherwise, without notice to or assent by Debtors, and Debtors hereby irrevocably constitute and appoint Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as Debtors' true and lawful attorney-in-fact with full power and authority, after the occurrence and during the continuance of any Event of Default, (i) to sign the name of Debtors on all or any of such documents or instruments and perform all other acts that Secured Party deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Secured Party's security interest in, the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Secured Party may in its sole discretion deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including, (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) to execute any and all applications, documents, papers and instruments for Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral (it being understood that so long as no Event of Default has occurred and is continuing, Debtors may use the Trademark Collateral in any lawful manner and grant or issue licenses in the ordinary course of business with respect to the Trademark Collateral), and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral; provided, however, if Secured Party requests that Debtors execute such documents or perform such acts described in clauses (i) and (ii) above and Debtors fail to do so to the reasonable satisfaction of Secured Party, then Secured Party shall have the right to execute such documents or perform such acts described in clauses (i) and (ii) above notwithstanding the nonoccurrence of any Event of Default. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17 hereof.

4. Representations and Warranties. Debtors represent and warrant to Secured Party as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of the existing Trademarks that currently are registered, or for which any currently pending application for registration has been filed, with the PTO or any corresponding or similar trademark office of any other U.S. (federal or state) or foreign jurisdiction, and that are owned or otherwise held or used by Debtors.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and, except as disclosed in Schedule A, has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtors' knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral: No Violation. Debtors have rights in and good and defensible title to the existing Trademark Collateral. With respect to the Trademark Collateral shown on Schedule A hereto as owned by them, Debtors are the sole and exclusive owners thereof, free and clear of any Liens and rights of others (other than Liens in favor of Secured Party, covenants by Debtors not to sue third persons, and the rights of the licensee of a license provided to such licensee by Debtors as licensor), including licenses and registered user agreements. For any Trademark Collateral for which either Debtor is either licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark Collateral: (i) each such license or licensing agreement is in full force and effect; (ii) Debtors are not in default of any of their obligations thereunder; (iii) there exists no event, condition or occurrence which, with the giving of notice or lapse of time, or both, would constitute a breach or default by any Debtor thereunder; (iv) no party to any such agreement has given any Debtor notice of its intention to cancel, terminate or fail to renew any such agreement; and (v) other than the parties to such agreements, no other Person has any rights in or to any of such Trademark Collateral. To the best of Debtors' knowledge, the past, present and contemplated future use of the Trademark Collateral by Debtors has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of Debtors' knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Debtors have the unqualified right, power and authority to pledge and to grant to Secured Party (for the benefit of the Lenders) a continuing first priority security interest in all of Debtors' right, title, and interest in and to the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform their obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Debtors agree that they will comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents, and Debtors will promptly give Secured Party written notice of the occurrence of any event that could have a material adverse

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effect on any of the Trademarks or the Trademark Collateral, including (x) any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks as to which either Debtor is a licensee, (y) any notice of opposition or petition for cancellation filed against any of the Trademarks, and (z) any other claim asserted in a judicial, administrative or other proceeding concerning the Trademarks.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when any Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Debtors shall give to Secured Party prompt notice thereof. Debtors shall do all things deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Trademark Collateral. Debtors hereby authorize Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtors' behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Secured Party's Duties. Notwithstanding any provision contained in this Agreement, Secured Party shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtors or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Remedies. From and after the occurrence and during the continuation of an Event of Default, Secured Party shall have all rights and remedies available to it under the Loan Agreement, the other Loan Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Debtors agree that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of its Trademark Collateral after the occurrence of and during the continuance of the Event of Default, pursuant to UCC Section 9-610. Debtors agree that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Secured Party's rights or remedies upon and during the continuance of an Event of Default with respect to (among other things) any asset of Debtors in which Secured Party has a security interest, including Secured Party's rights to sell, lease, or license General Intangibles, inventory, tooling or packaging which is acquired by Debtors (or their successors, permitted assignees, or trustees in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of Debtors or Secured Party, to enforce or protect any of the Trademark Collateral, in which event each Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, Debtors agree to use all reasonable measures and its diligent efforts,

whether by action, suit, proceeding, license or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary and appropriate to prevent such infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtors and Secured Party and their respective successors and permitted assigns.

10. Notices. All notices and other communications hereunder to or from Secured Party or Debtors shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

11. **GOVERNING LAW AND VENUE: JURY TRIAL WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, APPLICABLE TO CONTRACTS MADE AND WHOLLY PERFORMED THEREIN, EXCEPT TO THE EXTENT THAT THE VALIDITY OR PERFECTION OF THE ASSIGNMENT AND SECURITY INTERESTS HEREUNDER IN RESPECT OF ANY PROPERTY ARE GOVERNED BY FEDERAL LAW, IN WHICH CASE SUCH CHOICE OF NEW YORK LAW SHALL NOT BE DEEMED TO DEPRIVE SECURED PARTY OF SUCH RIGHTS AND REMEDIES AS MAY BE AVAILABLE UNDER FEDERAL LAW. THE VALIDITY OF THIS AGREEMENT, CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF THE PARTIES HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK OR, AT THE SOLE OPTION OF SECURED PARTY, IN ANY OTHER COURT IN WHICH SECURED PARTY SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. EACH DEBTOR AND SECURED PARTY WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 11.**

EACH DEBTOR AND THE SECURED PARTY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. EACH DEBTOR AND THE SECURED PARTY REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF

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LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

12. Entire Agreement: Amendment. This Agreement, together with the Schedules hereto, the Loan Agreement and the Loan Documents, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

15. Loan Agreement. Debtors acknowledge that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.

16. No Inconsistent Requirements. Debtors acknowledge that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtors agree that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

17. Termination. Upon the payment in full of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of Letters of Credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtors, at Debtors' expense, as shall be necessary to evidence termination of the security interest granted by Debtors to Secured Party hereunder.

[remainder of page intentionally left blank]

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IN WITNESS WHEREOF, Debtors have duly executed this Agreement, as of the date first above written.

GENERAL DATACOMM INDUSTRIES, INC.,
a Delaware corporation

By: _____
Title: CHAIRMAN

GENERAL DATACOMM, INC.,
a Delaware corporation

By: _____
Title: CHAIRMAN

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On September 15, 2003, before me, Thomas W. Caplis, Notary Public, personally appeared Howard S. Modlin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

THOMAS W. CAPLIS
Notary Public, State of New York
No. 01CA6024777
Qualified in New York County
Commission Expires May 17, 2007

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SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

See list attached hereto.

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Schedule 5.16

Trademarks

GENERAL DATACOMM TRADEMARKS UPDATED 8/13/03

UNITED STATES	U.S. REG. NO.	RENEWAL DATE
ACCULINE	1,497,497	7/26/08
ALL RATE	2,309,235	1/18/10
AUTOFRAME	1,265,589	01/31/04
DATALOOP	935,967	06/20/12
DIGIDIAL	1,464,340	11/10/07
FASTPRO	1,900,476	06/20/05
GDC (initials)	1,681,875	4/17/12
GDC LOGO	921,860	10/12/11
GEN*NET	1,288,794	08/07/04
GENERAL DATACOMM	1,314,924	01/24/09
GEN*PAC	1,493,967	6/28/08
IMAGE*TMS	1,836,086	5/10/04
INNOVX	2,404,578	11/14/08
KILOMUX	1,434,579	03/31/07
MEGAMUX TMS	1,576,129	01/09/10
MEGASPLIT	1,525,307	2/21/09
METROPLEX	2,077,935	07/08/07
NETCON	1,150,282	04/07/11
NETSWITCH	1,266,983	2/14/04
NMC	1,490,910	6/7/08
QUESTER	2,061,096	05/13/07
SPECTRUM & DESIGN	2,131,856	1/27/08
STEADFAST SECURITY	2,078,899	7/15/07
TEAM	2,307,390	1/11/10
TMS-4000	2,237,496	4/6/09

Revised 8/13/03

GENERAL DATACOMM FOREIGN TRADEMARKS - REGISTRATION NUMBERS & RENEWAL DATES

C:\WCSM FILES\GDC\Reorg Closing\Schedule 5.16 Trade.doc

FOREIGN

	CANADA	UK	AUSTRALIA
ANALOOP		1318686 - 8/13/08	
AUTOFRAME	TMA288,394 - 3/2/14		
DATACOMM	TMA423,518 - 2/25/09		
DATALOOP		1318685 - 8/13/08	
DATX	TMA367,874 - 4/20/05		
DATX SWITCHING SYSTEM	TMA374,382 - 10/19/05		
FASTPRO	TMA442,368 - 4/28/10	1564502 - 3/4/11	A623864 - 3/2/11
G GENERAL DATACOMM. IND. & DESIGN		1000576 - 10/24/07	
GDC (initials)	TMA330,551 - 7/31/17		
GDC LOGO	184920 - 8/18/17	1309519 - 5/11/08	
GEN*NET		1300482 - 2/10/08	
GEN*PAC	358980 - 7/28/04	1300481 - 2/10/08	
GENERAL DATACOMM	425868 - 4/8/09	1314924 - 7/4/08	B569,591 - 12/18/0
IMAGE*TMS	TMA427,549 - 5/20/09		
LAN*TMS	413966 - 6/25/08		
MEGAMUX	273758 - 11/12/12		
MEGAMUX TMS	TMA379,912 - 2/15/06	1364832 - 11/25/05	
MEGANET	331,960		
MEGASPLIT	TMA355,879 - 5/16/04		
MEGAVIEW	TMA350,971 - 2/10/04	1307742 - 4/21/08	
METROPLEX	TMA478,769 - 7/21/12	2021123 - 5/22/05	
NETCON		1318684 - 8/13/08	A386,584 - 1/25/04
NMC	TMA376,335 - 11/30/05		
NMS	TMA361,528 - 10/27/04		

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