

RECO

01-21-2004

SHEET

7

1 original documents or copy thereof.

of receiving party(ies)

FINANCE SECTION
JAN 16 10 00 AM '04

To the Director of the U.S. Patent



102649944

1. Name of conveying party(ies)
Hayes Microcomputer Products, Inc.

Name: ZOOM Telephonics, Inc.

Internal Address:

Street Address: 207 South Street

City: Boston State: MA ZIP: 02111

- Individual(s)
- Gen
- Corporation - State
- Other
- Association

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

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

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

3. Nature of conveyance:

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

Execution Date: January 6, 2004

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,972,187

Additional numbers attached? Yes No

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

Name: John L. DuPré

Internal Address: Hamilton, Brook, Smith & Reynolds, P.C.

Street Address: 530 Virginia Road, P.O. Box 9133

City: Concord State: MA ZIP: 01742-9133

6. Total number of applications and registrations involved: [1]

7. Total Fee (37 C.F.R. 3.41)..... \$ 40.00

- Enclosed
- Authorized to charge any deficiencies or credit any overpayment to deposit account
- Authorization to charge deposit account number 08-0380

Attach a copy of this page if paying by deposit account and filing via mail.

Do not attach a copy of this page if paying by deposit account and filing via facsimile.

DO NOT USE THIS SPACE

8. 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.

John L. DuPré

Name of Person Signing

Signature

1/13/04
Date

Total number of pages including cover sheet, attachments, and document: [5]

01/20/2004 ECOOPER 00000278 1972187

01 FC:8521

40.00 DP

CONFIRMATORY ASSIGNMENT OF TRADEMARKS

An Asset Purchase Agreement ("Agreement") effective as of June 30, 1999 (the "Effective Date"), was made by HAYES MICROCOMPUTER PRODUCTS, INC., a Georgia corporation, whose principal executive offices were located at 1300 Quince Orchard Boulevard, Gaithersburg, Maryland 20878, and its affiliated debtors, and the debtors-in-possession (collectively "Assignor"); with ZOOM TELEPHONICS, INC., a Delaware corporation, with its principal executive offices located at 207 South Street, Boston, Massachusetts 02111 ("Assignee").

WHEREAS, on or about October 9, 1998, Assignor filed for reorganization of the affiliated debtors under chapter 11 of Title 11 of the United States Bankruptcy Code, Case Nos. 98-2276 to 98-2281 (M.F.), in the United States Bankruptcy Court for the District of Delaware (the "Court"); and

WHEREAS, the Court approved the appointment of Morton P. Levine, Esquire, as the trustee for the Chapter 11 estates of the affiliated debtors; and

WHEREAS, pursuant to an order of the Court dated May 28, 1999, Assignor entered into the Agreement with Assignee for the sale of certain of Assignor's assets to Assignee; and

WHEREAS, among the assets of Assignor sold to Assignee under the Agreement was the trademark registration identified on Exhibit A attached hereto and incorporated herein (the "Mark"); and

WHEREAS, prior to the Agreement, Assignor was the sole and exclusive owner of all worldwide rights, title and interest in, to and under the Mark; and

WHEREAS, Assignee wishes to confirm its acquisition and Assignor wishes to confirm its assignment to Assignee, of all worldwide right, title and interest in, to and under the Mark, as more fully set forth below.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby confirm that as of June 30, 1999 it did sell, assign, transfer and set over to Assignee, the entire worldwide right, title and interest in, to and under the Mark together with all similar variations or combinations thereof and all goodwill associated with any products heretofore sold or services offered or provided and business heretofore conducted thereunder for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if the Assignment had not been made together with all income, royalties, damages or payments due or payable on the date hereof or thereafter, including, without limitation all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark with the right to sue for and collect the same for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.


Assignor authorizes and requests the Commissioner of Patents and Trademarks and any appropriate foreign authority, as applicable, to record Assignee as owner of the Mark and to issue any registrations thereon to Assignee, as Assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of the Assignee, its successors, assigns or other legal representatives.

Assignor hereby represents and warrants that it has not executed and will not execute any agreement or other instrument in conflict herewith.

Assignor shall provide Assignee, its successors and assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request and expense: (1) in the prosecution or defense of any infringement or other proceedings that may arise in connection with the Mark assigned hereby from the date hereof forward, including prior to the formal and legally effective assignment as required by applicable laws of all jurisdictions concerned; (2) in obtaining any additional protection that Assignee may reasonably deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any other country or jurisdiction, pertaining to the registration, use and protection worldwide of the Mark; and (3) in implementing and effecting the purpose of this Confirmatory Assignment.

IN WITNESS WHEREOF, Assignor has caused this Confirmatory Assignment to be executed by the undersigned duly authorized this 6 day of January, 2004.

ASSIGNOR:

By 

Name: Morton P. Levine, Esquire
Title: Chapter 11 Trustee

STATE OF: Georgia)
) SS:
COUNTY OF: Fulton)

On this, the 1st day of January 2004, before me, a Notary Public, personally appeared Morton P. Levine who acknowledged himself to be the duly appointed and acting Chapter 11 Trustee of Hayes Microcomputer Products, Inc., a Georgia Corporation and that he as such Trustee, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as the Chapter 11 Trustee.

Christine B. [Signature]

Notary Public

My commission expires:

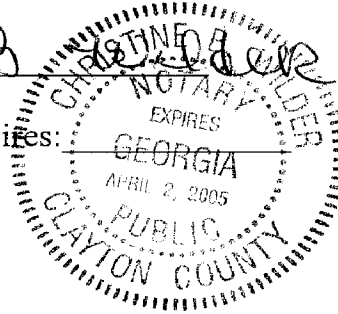


EXHIBIT A

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
SMARTCOM	U.S.	1,927,187	May 7, 1996

@PFDesktop\..ODMA/MHODMA/HBSR05;iManage;443022;1