

1/16/04

**RECORD TR**

01-21-2004

ET

To the Director of the U.S. Patent and Trademark Office

102650186

2004 JAN 16

FINANCE SECTION

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)  Association

General Partnership  Limited Partnership

Corporation - State

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: January 6, 2004

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

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	<u>1,197,778</u> 2,047,187
	<u>1,300,248</u> 1,894,907
	<u>1,300,249</u> 1,778,792

Additional numbers attached?  Yes  No

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

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

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: [ 6 ]

7. Total Fee (37 C.F.R. 3.41)..... \$ 165.00

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                      John L DuPré                      1/13/04

Name of Person Signing                      Signature                      Date

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

01/29/2004 ECOOPER 00000276 1197778

01 FC:0521 40.00 OP  
02 FC:0522 125.00 OP

CORRECTIVE CONFIRMATORY ASSIGNMENT OF TRADEMARKS

An Assignment of Trademarks ("Assignment"), effective as of March 29, 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 debtors in possession ("Collectively Assignor"); to 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 (MWF), 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 the Assignment dated March 29, 1999, Assignor assigned certain of Assignor's assets to Assignee; and

WHEREAS, among the affiliated debtors who assigned certain of its assets to Assignee by the Assignment, was CARDINAL TECHNOLOGIES, INC., a Pennsylvania corporation whose address was 1827 Freedom Road, Lancaster, Pennsylvania 17601; and

WHEREAS, among the assets of Assignor assigned to Assignee under the Assignment were trademark registrations as identified on Exhibit A attached hereto and incorporated herein (the "Marks"); and

WHEREAS, the Assignment erroneously identified Hayes Microcomputer Products, Inc. as a Delaware corporation, when it in fact was a Georgia corporation; and

WHEREAS, prior to the Assignment, Assignor was the sole and exclusive owner of all worldwide rights, title and interest in, to and under the Marks; 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 Marks, 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 on March 29, 1999 it did sell, assign, transfer and set over to Assignee, the entire worldwide right, title and interest in, to and under the Marks 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 Marks 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.

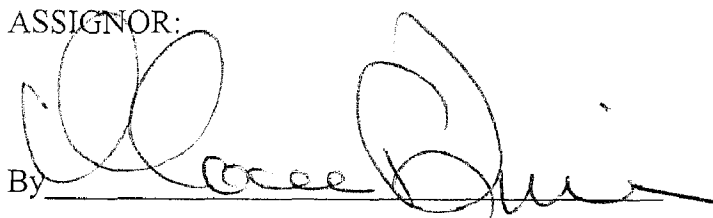
Assignor authorizes and requests the Commissioner of Patents and Trademarks and any appropriate foreign authority, as applicable, to record Assignee as owner of the Marks and to issue any registrations thereon to Assignee, as Assignee of the entire right, title and interest in, to and under the same, 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 Marks 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 Marks; and (3) in implementing and effecting the purpose of this Corrective Confirmatory Assignment.

IN WITNESS WHEREOF, Assignor has caused this Corrective 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



EXHIBIT A

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>
H Logo & HAYES	U.S.	1,197,778	6/15/82
HAYES	U.S.	1,300,248	10/16/84
HAYES (Stylized)	U.S.	1,300,249	10/16/84
OPTIMA	U.S.	2,047,187	3/25/97
PRACTICAL PERIPHERALS	U.S.	1,894,907	5/23/95
ACCURA	U.S.	1,778,792	6/29/93
CARDINAL CONNECTA	U.S.	2,188,361	9/8/98

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