

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADC Telecommunications, Inc.		10/31/2001	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Ulysses Holdings, LLC
Street Address:	91 East Tasman Drive
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Serial Number:	76318193	NEWNET SGC
Serial Number:	76318196	NEWNET SG

CORRESPONDENCE DATA	
Fax Number:	(650)843-4001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6508434000
Email:	btarabichi@morganlewis.com
Correspondent Name:	Bruno Tarabichi
Address Line 1:	Morgan, Lewis & Bockius LLP
Address Line 2:	2 Palo Alto Sq., 3000 El Camino, Ste.700
Address Line 4:	Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	060983-0000
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NAME OF SUBMITTER:	Bruno Tarabichi
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Total Attachments: 10
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CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contribution, Assignment and Assumption Agreement ("Agreement") is made and entered into as of October 31, 2001 by and between ADC Telecommunications Sales, Inc., a Delaware corporation ("ADC Sales"), and Ulysses Holdings LLC, a Delaware limited liability company (the "LLC").

WHEREAS, ADC Sales owns certain assets used in or necessary for, and certain liabilities associated with or necessary for, the design, development, manufacturing, use, import, sale, licensing or other exploitation of products included in the NewNet product line (the "NewNet Assets"), which NewNet Assets are used in or necessary for the operation of the Enhanced Services Division of ADC Telecommunications, Inc., a Minnesota corporation and the parent entity of ADC Sales, as currently conducted (the "Enhanced Services Division"); and

WHEREAS, ADC Sales desires to contribute and assign to the LLC, and the LLC desires to accept and assume from ADC Sales, on the terms and subject to the conditions set forth in this Agreement, all of the NewNet Assets.

NOW, THEREFORE, in consideration of the premises, the respective covenants and commitments of ADC Sales and the LLC set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ADC Sales and the LLC agree as follows:

I.

Contribution of Assets

1.1 Included Assets. ADC Sales hereby contributes, assigns and transfers to the LLC, and the LLC accepts and acquires from ADC Sales, on the terms and subject to the conditions set forth in this Agreement, all of ADC Sales' right, title and interest in and to the NewNet Assets used by the Enhanced Services Division including, without limitation, the following:

(a) Accounts Receivable. All accounts receivable outstanding on the date hereof that arose from the operation of the Enhanced Services Division. For informational purposes, a detailed listing of such accounts receivable as of September 28, 2001 is attached hereto as Schedule 1(a);

(b) Assumed Contracts. Those contracts, leases, indentures, agreements, commitments and all other legally binding arrangements, related primarily to the Enhanced Services Division and which are listed in Schedule 1(b) hereto and all unfulfilled purchase orders from customers as of the date hereof (the "Assumed Contracts"), and the rights of ADC Sales thereunder;

(c) Intellectual Property. Any and all (i) software (including related code, documentation and other data), (ii) United States and foreign patents and utility models and applications therefor (including all reissues, divisions, continuations, and extensions thereof), (iii) trade names, logos, common law trademarks and service marks, trademark and service mark registrations (including the goodwill appurtenant thereto), (iv) copyrights and copyright registrations, (v) domain name registrations, (vi) inventions, whether or not patentable, and

(vii) trade secrets, inventions, know-how, formulae, processes, procedures, research records, records of inventions, test information, market surveys and marketing know-how; in each case that relate to the business of the Enhanced Services Division including without limitation those items listed in Schedule 1(c) hereto;

(d) Permits. All permits, licenses, franchises, orders, registrations, certificates, variances, approvals, consents and authorizations by any federal, state, local or foreign governmental entity that directly relate to the operations of the Enhanced Services Division;

(e) Leases. Those leasehold interests in real property as listed in Schedule 1(e) hereto and the related lease contracts (the "Leases"), in each case together with all right, title and interest in all buildings, improvements, fixtures and all other appurtenances thereto;

(f) Inventories. All raw materials, work-in-process, finished goods, supplies, parts, goods for sale and other inventories, whether or not in transit, that on the date hereof is situated at (or if in transit, destined for) the locations listed in Schedule 1(e) and all other inventory including inventory in transit on the date hereof that is used, intended to be used, or held for use primarily by or for the Enhanced Services Division;

(g) Tangible Assets. All machinery, equipment, furniture and other tangible personal property that is used, intended to be used, leased for use, or held for use primarily by or for the Enhanced Services Division and situated at the locations listed in Schedule 1(e) hereto, and all other tangible personal property that is used, intended to be used, or held for use by or for the Enhanced Services Division;

(h) Books and Records. To the extent reasonably available as separate, stand-alone written documents or electronic records, all books of account, business and financial records, personnel records, invoices, architectural plans, drawings, notebooks, creative materials, advertising and promotional materials, marketing materials, studies, reports, equipment repair, maintenance or service records relating exclusively to the operations of the Enhanced Services Division;

(i) Prepaid Expenses. Any prepaid expenses and other similar current assets of the Enhanced Services Division as listed on Schedule 1(i); and

(j) Customer Lists. All customer, distribution, OEM, supplier and mailing lists related to the business of the Enhanced Services Division.

1.2 Excluded Assets. The items listed on Schedule 1.2 hereto shall be specifically excluded and retained by ADC Telecommunications, Inc. and its affiliates.

II.

Subscription for the LLC Shares

2.1 Amount. The total consideration for the NewNet Assets shall be 100 fully paid and nonassessable membership units of the LLC (the "LLC Interests").

III.
Treatment of Liabilities

3.1 **Executory Obligations Assumed by the LLC.** In addition to the consideration for the NewNet Assets described in Section 2.1, the LLC hereby accepts the assignment of the Assumed Contracts and Leases and agrees to assume and to pay and/or perform, in accordance with their respective terms and from and after the date hereof, the obligations of ADC Sales under the Assumed Contracts and Leases.

3.2 **Financial Liabilities.** Except for those liabilities and obligations that will be retained by ADC Sales or its affiliates pursuant to Section 4.11 of that certain Securities Purchase Agreement between ADC Telecommunications, Inc. and SS8 Networks, Inc., dated October 31, 2001, the LLC agrees to assume and to pay and/or perform all liabilities and obligations of the Enhanced Services Division as of the date hereof, except to the extent such liabilities are not otherwise obligations of ADC ESD, Inc. or its subsidiaries.

3.3 **No Other Liabilities to be Assumed.** Other than as set forth above in Section 3.1 and Section 3.2, the LLC shall not assume, and nothing contained in this Agreement shall be construed as an assumption by the LLC of, any liabilities, obligations or undertakings of ADC Sales or any of its affiliates of any nature whatsoever, whether fixed or contingent, known or unknown ("**Excluded Liabilities**"). ADC Sales and/or its affiliates (other than the LLC, ADC ESD, Inc. or its subsidiaries) shall be solely responsible for all Excluded Liabilities.

IV.
Miscellaneous

4.1 **Additional Documentation.** ADC Sales shall from time to time, subsequent to the date hereof, at the LLC's request and without further consideration, execute and deliver to the LLC such other instruments of conveyance, assignment or transfer and take such other action as the LLC reasonably may require in order to more effectively convey, transfer to and vest in the LLC, and put the LLC in possession of, the NewNet Assets.

4.2 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of and be enforceable against the parties hereto and their respective successors and assigns.

4.3 **Entire Agreement and Counterparts.** This Agreement, and any exhibits and schedules, evidence the entire agreement between ADC Sales and the LLC relating to the contribution of the NewNet Assets and supersede in all respects any and all prior oral or written agreements or understandings. This Agreement may be amended or modified only by written instrument signed by both ADC Sales and the LLC. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one Agreement.

4.4 **Headings.** Section and article headings used in this Agreement have no legal significance and are used solely for convenience of reference.

4.5 **Expenses.** Except to the extent otherwise provided in this Agreement, each party shall pay for its own legal, accounting and other similar expenses incurred in connection with the

transactions contemplated by this Agreement, whether or not such transactions are consummated.

4.6 Taxes. Any sales, transfer, use or excise taxes payable in connection with these transactions shall be paid by ADC Sales.

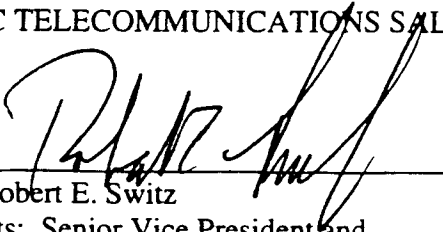
4.7 Severability. Each and every provision of this Agreement shall be deemed valid, legal and enforceable in all jurisdictions to the fullest extent possible. Any provision of this Agreement that is determined to be invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be adjusted and reformed rather than voided, if possible, in order to achieve the intent of the parties. Any provision of this Agreement that is determined to be invalid, illegal or unenforceable in any jurisdiction which cannot be adjusted and reformed shall for the purposes of that jurisdiction, be voided. Any adjustment, reformation or voidance of any provision of this Agreement shall only be effective in the jurisdiction requiring such adjustment or voidance, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or adjusting, reforming, voiding or rendering that provision or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

4.8 Governing Law. This Agreement shall in all respects be governed by, and enforced and interpreted in accordance with, the laws of the State of Delaware, except with respect to its rules relating to conflicts of laws.

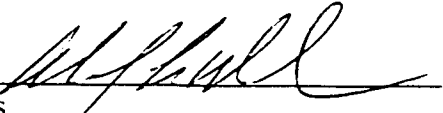
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IN WITNESS WHEREOF, ADC Sales and the LLC have executed this Contribution, Assignment and Assumption Agreement by their respective duly authorized representatives as of the date set forth in the first paragraph.

ADC TELECOMMUNICATIONS SALES, INC.

By 
Robert E. Switz
Its: Senior Vice President and
Chief Financial Officer

ULYSSES HOLDINGS LLC

By 
Its _____

Schedule 1(c)
Intellectual Property

1. See attached Schedule 1(c)(1) for NewNet Patents.
2. See attached Schedule 1(c)(2) for NewNet Trademarks.
3. NewNet Licenses (third-party IP used in NewNet products):

License Agreement - Elan License Manager by and between Elan Computer Group, Inc. and Engineering & Business Systems Inc. effective July 21, 1993

License Agreement by and between Lucent Technologies Inc. and ADC NewNet, Inc. effective March 27, 1998

Software Porting and License Agreement by and between Motorola Inc. and Engineering & Business Systems, Inc. effective December 10, 1993

Binary Code License Agreement by and between Sun Microsystems, Inc. and ADC NewNet, Inc. effective July 12, 1999

Loaner Agreement (Loan #300867) by and between Sun Microsystems, Inc. and ADC Enhanced Services effective March 23, 2001

Loaner Agreement (Loan #306759) by and between Sun Microsystems, Inc. and ADC Enhanced Services effective May 22, 2001

Software License Agreement End User by and between Hughes Software Systems - USA, a division of Hughes Network Systems, and ADC Telecommunications, Inc. effective March 30, 2001

ftSafe Agreement by and between Sun Microsystems, Inc. and ADC Telecommunications Sales, Inc. effective January 27, 2000

SOW for AccessMANAGER 64-Bit Project, August 11, 200[?], between ADC ESD, Inc. and Zygox, Inc.

Newnet Alliance Agreement by and between Advanced Telecommunications Network and NewNet, Inc. effective May 8, 1996

Software Development and License Agreement by and between AT&T Wireless Services, Inc. and ADC Newnet, Inc. effective May 4, 1998

Cooperative Development and License Agreement by and between Bay Networks, Inc. and ADC NewNet, Inc. effective April 1, 1998

OEM Agreement by and between Equipos Contables Saeca and ADC Telecommunications Sales, Inc. effective December 7, 2000

Customer Agreement Attachment for Developer Discount by and between IBM Corp and Engineering and Business Systems, Inc. effective March 21, 1994

Customer Agreement Attachment for Developer Discount by and between IBM Corp and Engineering and Business Systems, Inc. effective June 6, 1995

Software Remarketing Agreement by and between IBM Corp and ADC NewNet, Inc. effective January 19, 1998

Software Porting Agreement by and between Stratus Computer, Inc. and ADC NewNet, Inc. effective November 14, 1997

Shrinkwrap Mentor Graphics End User License Agreement (MRI Compiler)

Shrinkwrap IBM International License Agreement for Non-Warranted Programs (AIX Compilers)

Shrinkwrap Sun Binary Code License Agreement (Sun Compilers)

GNU General Public License (GPL) Version 2, July 1991 (GCC Compiler)

Shrinkwrap Free Solaris Binary License Program Binary Code License Agreement (Sun Solaris 8 OS)

Shrinkwrap IST Software Product License (Visaj Software)

Shrinkwrap Sunsoft, Inc. End-User Binary Code Software License Agreement (x86 Solaris C Compiler) (missing – not provided to Buyer)

Shrinkwrap End-User License Agreement for Microsoft Software (Visual C++) (missing – not provided to Buyer)

Value-Added Partner Agreement between Informix Software, Inc. and Engineering & Business Systems, Inc. effective December 12, 1994. (missing – not provided to Buyer)

Shrinkwrap XRT End User License Agreement. (missing – not provided to Buyer)

4. The NewNet software is as follows:

- SMserver short message service center for GSM and IS-41 wireless networks

- OTAserver over-the-air service provisioning platform for wireless CDMA and TDMA networks.
- AccessMANAGER middleware telecommunications software components for developing enhanced Intelligent Networks (IN) services and features for global wireline and wireless networks.
- Connect7 host-independent SS7 controller board embedded with SS7 functionality
- Distributed7 middleware telecommunications software components for developing high availability carrier applications.
- CALEAserver lawful-intercept platform for wireless and wireline networks.
- CDCmanager centralized call data delivery platform that centralizes intercepted communications data from various wireless and wireline network elements and distributes the data to the collection facilities of law enforcement agencies.
- IP CALEAserver lawful-intercept platform for next generation networks providing voice-over-packet solutions.
- NewNetSG signaling gateway software that converts SS7 signals of a telephone network into IP data packets.
- PrePaid Services application for providing services to subscribers paying for wireless service in advance
- WOP (Wireless Option Packages - used with SMS and AccessMANAGER and Distributed7)

5. NewNet Domain Names:

- newnet.com
- ss7.com
- calea.com
- lawful-intercept.com
- shortmessaging.com
- callcontrol.com
- ainterface.com

NEWNET:

Trademark	Case Number/Subcase Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal
ACCESSMANAGER	02316.0934/01 United States of America <i>Class(es):</i> 9 <i>Division:</i> ISG-Enhanced Services Div. (CT) NewNet <i>Agent Name:</i> <i>Owner Name:</i> ADC Telecommunications, Inc.	74/617391 03-Jan-1995		1972001 30-Apr-1996 <i>Attorney(s):</i> 798 <i>Division Ref:</i> <i>Agent Ref:</i>	Registered 30-Apr-2006
CALEASERVER	02316.0921/01 European Community <i>Class(es):</i> 9 <i>Division:</i> ISG-Enhanced Services Div. (CT) NewNet <i>Agent Name:</i> <i>Owner Name:</i> ADC Telecommunications, Inc.	1049964 22-Jan-1999			Pending 22-Jan-2009
CALEASERVER	02316.0921/01 Taiwan <i>Class(es):</i> 9 <i>Division:</i> ISG-Enhanced Services Div. (CT) NewNet <i>Agent Name:</i> <i>Owner Name:</i> ADC Telecommunications, Inc.	88001959 18-Jan-1999		88001959 16-Jul-2000 <i>Attorney(s):</i> 798 <i>Division Ref:</i> <i>Agent Ref:</i>	Registered 16-Jul-2010
CALEASERVER	02316.0921/01 United States of America <i>Class(es):</i> 9 <i>Division:</i> ISG-Enhanced Services Div. (CT) NewNet <i>Agent Name:</i> <i>Owner Name:</i> ADC Telecommunications, Inc.	75/616880 27-Jul-1998			Pending
CONNECT7	02316.0932/01 United States of America <i>Class(es):</i> 9 <i>Division:</i> ISG-Enhanced Services Div. (CT) NewNet <i>Agent Name:</i>	75/265138 27-Mar-1997			Pending

Owner Name: ADC Telecommunications, Inc.

NEWNET

02316.0933/01 1525757
European Community 22-Feb-2000
Class(es): 9
Division: ISG-Enhanced Services Div. (CT) NewNet
Agent Name:
Owner Name: ADC Telecommunications, Inc.

Pending

Attorney(s): 728
Division Ref:
Agent Ref:

NEWNET

02316.0933/01 2223193
United Kingdom 22-Feb-2000
Class(es): 9
Division: ISG-Enhanced Services Div. (CT) NewNet
Agent Name:
Owner Name: ADC Telecommunications, Inc.

Pending

Attorney(s): 798
Division Ref:
Agent Ref:

NEWNET

02316.0933/01 74/591254
United States of America 27-Oct-1994
Class(es): 9
Division: ISG-Enhanced Services Div. (CT) NewNet
Agent Name:
Owner Name: ADC Telecommunications, Inc.

Registered
31-Dec-2006

2027586
31-Dec-1996
Attorney(s): 798
Division Ref:
Agent Ref:

Mark: NEWNET SG
Owner: ADC Telecommunications, Inc.
Serial No.: 76/318,196
Filed: September 26, 2001
Merchant & Gould File No.: 2316.1608-US-01

Mark: NEWNET SGC
Owner: ADC Telecommunications, Inc.
Serial No.: 76/318,193
File: September 26, 2001
Merchant & Gould File No.: 2316.1609-US-01

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