

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Madge Networks N.V.		11/15/2004	CORPORATION: NETHERLANDS

**RECEIVING PARTY DATA**

<b>Name:</b>	Madge Limited
<b>Street Address:</b>	Madge House, Priors Way
<b>City:</b>	Maidenhead, Berkshire SL2 2HP
<b>State/Country:</b>	UNITED KINGDOM
<b>Entity Type:</b>	CORPORATION: UNITED KINGDOM

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Serial Number:	75534454	SMART DESKSTREAM
Registration Number:	1659527	MADGE
Registration Number:	2575264	M MADGE
Registration Number:	2572858	M MADGE

**CORRESPONDENCE DATA**

Fax Number: (408)558-9960  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 408-558-7890  
 Email: efiler@iplo.com  
 Correspondent Name: Michael J. Hughes  
 Address Line 1: 1901 South Bascom Avenue  
 Address Line 2: Suite 660  
 Address Line 4: Campbell, CALIFORNIA 95008

**DOMESTIC REPRESENTATIVE**

Name: Michael J. Hughes  
 Address Line 1: 1901 South Bascom Avenue

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Address Line 2: Suite 660  
Address Line 4: Campbell, CALIFORNIA 95008

NAME OF SUBMITTER:	Michael J. Hughes
Signature:	/MJH/
Date:	12/21/2004

Total Attachments: 4  
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## ASSIGNMENT OF TRADE MARKS

This Assignment is made this 5<sup>th</sup> day of November, 2004.

### BETWEEN

- (1) MADGE NETWORKS N.V. (bankrupt), a company incorporated in the Netherlands represented by Mr. Sjoerd M. Postma, Trustee, according to the decision of the Court of Amsterdam of 21 May 2003, keeping office with De Vos & Partners, Queens Towers, Delflandlaan 1, 1062 EA Amsterdam, The Netherlands (the Assignor")
- (2) MADGE LIMITED, a company incorporated in England, having its registered office at Madge House, Priors Way, Maidenhead, Berkshire SL6 2HP represented by Mr Malina and Mrs Penk, both directors of the company ("the Assignee")

### WHEREAS

- (A) The Assignor has secured certain trademark registrations and has applied to the Trademark Registries of various countries for the registration of certain other trademarks. Details of both the Trademark Registrations and the Trademark Applications are given in the attached Schedule.
- (B) On May 21 2003 a Bankruptcy Trustee was appointed in the Netherlands, Mr Sjoerd Postma of De Vos & Partners.
- (C) The Assignor wishes to sell and the Assignee wishes to purchase the Trademark Registrations and the Trademark Applications on the attached Schedule.

NOW IT IS HEREBY AGREED AND DECLARED as follows:-

#### 1. Definitions

- 1.1 In this Agreement except where the context otherwise requires the following terms shall have the following meanings:-

"Registered Trademarks" means the trademark registrations details of which are given in the attached Schedule under the heading Trademark Registrations.

"Trademarks" means the Registered Trademarks and the Trademark Applications.

"Trademark Applications" means the applications for trademarks, the details of which are given in the attached Schedule under the heading Trademark Applications.

- 1.2 The singular includes the plural and vice versa.

- 1.3 Unless the context otherwise indicates, references to clauses, sub-clauses, recitals and to Schedules are to clauses and sub-clauses of, and recitals and Schedules to this Assignment.
- 1.4 Headings to clauses in this Assignment are included for the purpose of ease of reference only and shall not have any effect on the construction or the interpretation of this Assignment.
- 1.5 References in this Assignment to any statute of statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

## **2. Assignment of Trade Marks**

The Assignor HEREBY ASSIGNS with full title guarantee to the Assignee all its interest in and to the Registered Trademarks and the Trademark Applications and the full and exclusive benefit thereof and all rights, privileges and advantages appertaining thereto with the right (insofar as the Assignor can grant the same) to commence in the Assignee's own name such proceedings as may be necessary for the recovery of damages, or for other forms of relief, in respect of each and any infringement of any Registered Trademark, any trademark granted pursuant to the Trademark Applications, whether such acts of passing-off of trade mark infringement took place before or after the date of this Assignment.

## **3. Consideration**

The consideration given by the Assignee for the assignment of the Trademarks and related rights made pursuant to Paragraph 2 above, is Euro 1,200, payable upon signature of this Assignment.

## **4. Registration**

The Assignee will pay the costs of any registrations of this Assignment in the registers of the trademark offices of the countries concerned. If any cooperation of the Trustee with these registrations is necessary to register this Assignment, the Trustee is willing and prepared to assist at no further cost to the Assignee.

## **5. Guarantees**

Because of the bankruptcy of Madge Networks N.V. the Trustee is not able or prepared to offer any guarantees regarding the Trademarks.

## **6. General**

- 6.1 If at any time any provision of this Agreement becomes of no effect or unenforceable whether by operation of law or otherwise, this shall not affect the validity of the remainder of the Agreement which shall remain in full force and effect.
- 6.2 This Agreement shall be governed by and construed and interpreted in accordance with Dutch law and the parties hereby submit to the jurisdiction of the Dutch Courts.

IN WITNESS of which the parties have caused this Agreement to be duly executed the day and year above first written.

**SIGNED** as a **DEED** by **Madge Networks N.V. (In Liquidation)** acting by the Trustee in Bankruptcy

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) .....  
) Signature of Trustee

**SIGNED** as a **DEED** by Madge Limited acting by two directors ~~or a director and the company secretary~~

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)  
) .....  
) Signature of director  
  
.....  
Signature of second director ~~or company secretary~~

**TRADEMARK REGISTRATIONS**

Mark	Class	Country	Reg Date	Reg #
"MADGE"	9	USA	8 <sup>th</sup> Oct 1991	1,659,527
"m madge" (black & white)	9, 38, 41 & 42	USA	4 <sup>th</sup> June 2002	2,575,264
"m madge"	9, 38, 41 & 42	USA	28 <sup>th</sup> May 2002	2,572,858
MADGE LOGO	9, 38, 41 & 42	EU	12 <sup>th</sup> July 1999	1237221
MADGE LOGO	9, 38, 41 & 42	Norway	25 <sup>th</sup> Jan 2001	206614
MADGE LOGO	9, 38, 41 & 42	Switzerland	7 <sup>th</sup> July 1999	468276
SMART DESKSTREAM	9	EU	5 <sup>th</sup> August 1998	897520
SMART DESKSTREAM	9	Norway	14 <sup>th</sup> Jan 1999	195.325
SMART DESKSTREAM	9	Switzerland	6 <sup>th</sup> Aug 1998	458394
RINGSWITCH	9, 16, 37	EU	6 <sup>th</sup> October 1997	644716
MADGE RINGSWITCH	9, 16, 37 & 42	Switzerland	1 <sup>st</sup> Nov 2000	487916

**TRADEMARK APPLICATIONS**

Mark	Class	Country	Filing Date	Application #
SMART DESKSTREAM	9	USA	11 <sup>th</sup> Aug 1998	75/534454