

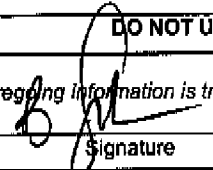
FORM PTO-1585
(Rev. 6-93)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>ADC Telecommunications, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation - <u>State of Minnesota</u></p> <p><input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: WatchMark Corp.</p> <p>Internal Address:</p> <p>Street Address: 13431 NE 20th St.</p> <p>City: Bellevue State: WA ZIP: 98005</p> <p><input type="checkbox"/> Individual(s) citizenship</p> <p><input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership</p> <p><input type="checkbox"/> Limited Partnership</p> <p><input checked="" type="checkbox"/> Corporation - <u>State of Delaware</u></p> <p><input type="checkbox"/> Other --</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>(Designations must be a separate document from assignment) Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other</p> <p>Execution Date: November 19, 2004</p>	<p>4. Application number(s) or trademark number(s):</p> <p>A. Trademark Application No(s).</p> <p>B. Trademark Registration No(s).</p> <p>2,395,853 (METRICA)</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Oppenheimer Wolff & Donnelly LLP (Barbara A. Wrigley, Esq.)</p> <p>Internal Address: Suite 3300</p> <p>Street Address: 45 South Seventh St.</p> <p>City: Minneapolis State: MN ZIP: 55402-1609</p> <p>Our File No.: 11242/219, 221</p>	<p>6. Total number of applications and registrations involved: -1-</p> <p>7. Total Fee (37 CFR 3.41) \$40.00</p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to Deposit Account</p> <p><input checked="" type="checkbox"/> Authorized to charge any underpayment or credit any overpayment to Deposit Account.</p> <p>8. Deposit account number: 50-1901</p> <p>(Attach duplicate copy of this page if paying by deposit account.)</p>
DO NOT USE THIS SPACE	
<p>9. Statement and signature. <i>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.</i></p> <p>Barbara J. Grahn, Esq.  Jan. 18, 2005</p> <p>Name of Person Signing Signature Date</p>	

Total number of pages including cover sheet, attachments, and document: **-6-** (Fax cover sheet; Recordation Cover Sheet, Assignment)

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335
Washington, D.C. 20231

CH \$40.00 601901 2395853

TRADEMARK ASSIGNMENT

WHEREAS, ADC Telecommunications, Inc., a Minnesota corporation (the "Assignor"), is the owner of the entire right, title and interest in, to and under the U.S. trademark identified on Exhibit A hereto (the "Trademark"); and

WHEREAS, WatchMark Corp., a Delaware corporation (the "Assignee"), is a party to that certain Acquisition Agreement dated October 22, 2004, between the Assignor and Assignee (the "Acquisition Agreement") pursuant to which Assignee is purchasing from the Seller Group (as defined in the Acquisition Agreement) all of the assets exclusively used or exclusively held for use in the Business (as defined in the Acquisition Agreement) owned or licensed by the Seller Group, including, without limitation, the Trademark, in accordance with the provisions of the Acquisition Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. The Assignor hereby sells, irrevocably assigns, contributes and transfers unto Assignee, its successors and assigns, its entire right, title and interest in, to and under the Trademark, along with the registrations and applications therefor, and all goodwill associated with the Trademark.
2. The Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to execute, file and deliver such instruments in the United States as may be necessary, appropriate or desirable to establish Assignee's record ownership of the Trademark.
3. Upon said consideration, Assignor does hereby covenant and agree with Assignee, its successors and assigns, that it will not execute any writing or do any act whatsoever conflicting with these provisions, and that Assignor will at any time upon request, without further or additional consideration, but at the expense of Assignee, its successors and assigns, execute such additional writings and do such additional acts as Assignee, its successors and assigns, may deem necessary or desirable to perfect the Assignee's ownership of the Trademark, and render all necessary assistance in establishing Assignee's record ownership of the Trademark.

This Assignment may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(Signature Page Follows)

IN WITNESS WHEREOF, the Assignee and Assignor have caused this Trademark Assignment to be executed by a duly authorized officer.

ASSIGNOR

ASSIGNEE

ADC TELECOMMUNICATIONS, INC.,
a Minnesota corporation

WATCHMARK CORP.,
A Delaware corporation

By: Gokul V. Hemnady
Gokul V. Hemnady
Its: Vice President & CFO

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 19th day of November 2004 by Gokul V. Hemnady, known to me to the VP & CFO of ADC Telecommunications, Inc., a Minnesota corporation, on behalf of said company.

Carrie A. Neiburg
Notary Public



STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of November 2004 by _____, known to me to the _____ of WatchMark Corp., a Delaware corporation, on behalf of said company.

(Signature Page to Trademark Assignment Agreement)

IN WITNESS WHEREOF, the Assignee and Assignor have caused this Trademark Assignment to be executed by a duly authorized officer.

ASSIGNOR

ASSIGNEE

ADC TELECOMMUNICATIONS, INC.,
a Minnesota corporation

WATCHMARK CORP.,
A Delaware corporation

By: _____

By: Thomson

Its: _____

Its: Chief Financial Officer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of November 2004 by _____, known to me to the _____ of ADC Telecommunications, Inc., a Minnesota corporation, on behalf of said company.

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of November 2004 by _____, known to me to the _____ of WatchMark Corp., a Delaware corporation, on behalf of said company.

(Signature Page to Trademark Assignment Agreement)

EXHIBIT A

TRADEMARK

Metrica	2,395,853	October 17, 2000
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