

06-10-2005



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Alcatel USA Sourcing, L.P.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
Texas
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 29, 2004

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Alcatel

Internal _____

Address: _____

Street Address: 54, rue la Boetie

City: Paris

State: _____

Country: France Zip: 75008

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other anonyme societe Citizenship France

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)

2640942 2650577 2701100

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: K. Bradford Adolphson
Ware, Fressola, Van der Sluys et al.
Internal Address: _____

Street Address: 755 Main Street
P.O. Box 224

City: Monroe

State: CT Zip: 06468

Phone Number: 203-261-1234

Fax Number: 203-261-5676

Email Address: kba@wfva.net

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____

Charge fee deficiencies to _____
Expiration Date _____

b. Deposit Account Number 23-0442

Authorized User Name K. B. Adolphson

9. Signature:

Signature

6/6/2005
Date

K. Bradford Adolphson, Reg. No. 30,927

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

06/10/2005 ECDOPER 00000009 230442 2640942

01 FC:8521 40.00 DA
02 FC:8522 50.00 DA

TRADEMARK
REEL: 003178 FRAME: 0845

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of January 29, 2004 by and between Alcatel USA Sourcing, L.P., a limited partnership organized under the laws of the State of Texas ("Alcatel USA"), and Alcatel, a societe anonyme organized under the laws of the Republic of France ("Alcatel").

WITNESSETH:

WHEREAS, pursuant to an Asset Purchase Agreement, dated as of the date hereof (the "Initial Agreement), between Alcatel USA and Water Cove Networks, Inc. and its subsidiaries (collectively, "Water Cove"), Alcatel USA has acquired from Water Cove certain assets and related liabilities relating to the business of Water Cove; and

WHEREAS, Alcatel USA desires to sell to Alcatel, and Alcatel desires to purchase from Alcatel USA, all of Alcatel USA's right, title and interest in and to certain rights, properties and assets acquired by Alcatel USA pursuant to the Initial Agreement, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Purchase and Sale of Assets. (a) Upon the terms and subject to the conditions set forth in this Agreement, effective immediately after Closing (as defined in the Initial Agreement), Alcatel USA hereby sells, transfers and assigns to Alcatel, and Alcatel hereby purchases from Alcatel USA, all of Alcatel USA's right, title and interest in and to all of the rights, properties and assets described on Schedule 1(a) attached hereto (the "Assets"), TO HAVE AND TO HOLD the Assets unto Alcatel and its successors and assigns, forever.

(b) Immediately after the execution and delivery of this Agreement, Alcatel USA shall execute and deliver (i) a Patent Assignment, which, effective as of immediately after the Closing, shall evidence the sale, transfer and assignment of the Assets described therein, and (ii) a Trademark Assignment, which, effective as of immediately after the Closing, shall evidence the sale, transfer and assignment of the Assets described therein.

2. Purchase Price. (a) As promptly as practicable after the date hereof, Alcatel USA shall obtain a valuation by an independent third-party appraiser (the "Valuation") of (i) the fair market value of all of the assets acquired by Alcatel USA pursuant to the Initial Agreement and (ii) the portion thereof attributable to the Assets (the "Allocated Cash Purchase Price").

(b) In full consideration for the sale, transfer and assignment of the Assets, within 30 calendar days after the final determination of the Allocated Cash Purchase Price, Alcatel shall pay to Alcatel USA an amount equal to the Allocated Cash Purchase Price.

(c) Alcatel USA and Alcatel shall allocate the Allocated Cash Purchase Price for tax and accounting purposes in a manner consistent with the Valuation and applicable law.

3. Representations and Warranties. (a) Alcatel USA hereby represents and warrants to Alcatel that Alcatel USA owns the Assets free and clear of any mortgage, lien, encumbrance, security interest or other adverse claim.

(b) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALCATEL USA MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN RESPECT OF THE ASSETS, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE ASSETS, AND ANY SUCH REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED, AND THE SALE, TRANSFER AND ASSIGNMENT OF THE ASSETS IS MADE SOLELY ON AN "AS IS, WHERE IS, AND WITH ALL FAULTS" BASIS.

4. Delivery of Records. As promptly as practicable after the date hereof, to the extent that Alcatel USA has not already done so, Alcatel USA shall deliver to Alcatel such original agreements, instruments, documents, books and records primarily relating to the Assets as Alcatel USA and Alcatel may mutually agree.

5. Further Assurances. (a) Each party shall cooperate with the other party to supply such information relating to the Assets as such other party may request from time to time and shall execute and deliver such further instruments and documents as such other party may request from time to time for the purpose of effecting, evidencing or giving notice of the transactions contemplated by this Agreement.

(b) Alcatel USA hereby irrevocably constitutes and appoints Alcatel as its true and lawful attorney-in-fact to execute, consent to, acknowledge, deliver, record and file any and all instruments and documents to effect, evidence or give notice of the transactions contemplated by this Agreement.

6. Liability. (a) Alcatel USA shall indemnify and defend Alcatel against, and hold Alcatel harmless from, any and all claims, actions, proceedings, liabilities, obligations, losses, damages, costs or expenses (including reasonable attorneys' fees) incurred by Alcatel to the extent resulting from, or arising out of or in connection with any breach by Alcatel USA of any covenant, representation or warranty made by Alcatel USA in this Agreement.

(b) Alcatel shall indemnify and defend Alcatel USA against, and hold Alcatel USA harmless from, any and all claims, actions, proceedings, liabilities, obligations, losses, damages, costs or expenses (including reasonable attorneys' fees) incurred by Alcatel USA to the extent resulting from, or arising out of or in connection with, any breach by Alcatel of any covenant, representation or warranty made by Alcatel in this Agreement.

(c) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCURRED BY SUCH OTHER PARTY RESULTING FROM, OR ARISING OUT OF OR IN CONNECTION WITH, THIS AGREEMENT.

7. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

8. No Third Party Beneficiaries. Nothing contained in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the parties hereto any rights under or by reason of this Agreement.

9. Counterparts. The parties hereto may execute any number of counterparts to this Agreement, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the date set forth in the introductory paragraph hereof.

ALCATEL USA SOURCING, L.P.
By: Alcatel USA GP, Inc., its general partner

By: Hubert de Resquieloux ~~Nancy H. Greer, Senior Vice President and Chief Financial Officer~~
Operating

ALCATEL

By: [Signature]
Name: VLADIMIR KNECHT
Title: VP Intellectual Property

ASSETS

All intellectual property rights acquired by Alcatel USA from Water Cove under the Initial Agreement, including without limitation those listed on the attached.

Active Patent Applications:

Title	Status
<p>Implementing an Intelligent Network Service for a Packet-Switched Service Using a Node Interfacing a Mobile Communications Network to a Packet Data Network</p>	<ul style="list-style-type: none"> ▪ Provisional Patent Filed 10/19/2001 ▪ Non-Provisional and PCT filed on 6/3/02 ▪ U.S. Patent Application S/No. 10/161,210 ▪ International Application No. PCT/US02/17477 ▪ PCT Application Published 12/12/2002 (International Publication Number WO 02/100044) ▪ WGS file no. W00561.70008.WO
<p>Topping up a Subscriber's Account for a Multimedia Service on a Communications Network while the Service is being provided ("Top Up, Pop Up")</p>	<ul style="list-style-type: none"> ▪ Provisional Patent Filed 6/1/2001 ▪ Non-Provisional and PCT filed on 6/3/02 ▪ U.S. Patent Application S/No. 10/162,232 ▪ International Application No. PCT/US02/17492 ▪ PCT Application Published 12/19/2002 (International Publication Number WO 02/101624) ▪ WGS file no. W00561.70009.WO

Provisional Patent Applications:

Title	Status
<p>Multi-party Message Delivery on a Mobile Communications Network</p>	<ul style="list-style-type: none"> ▪ Provisional Patent Filed 5/11/2001

	<ul style="list-style-type: none"> ▪ No Pursuit (No PCT or U.S. Non-Provisional Filing)
Distributed Architecture for a Switching Node of a Mobile Communications Network	<ul style="list-style-type: none"> ▪ Provisional Patent Filed 5/11/2001 ▪ No Pursuit (No PCT or U.S. Non-Provisional Filing)
Establishing a Telephone Call Between a Plurality of Parties on a Mobile Communications Network	<ul style="list-style-type: none"> ▪ Provisional Patent Filed 6/5/2001 ▪ No Pursuit (No PCT or U.S. Non-Provisional Filing)
MPLS Label Distribution in Mobile IP	<ul style="list-style-type: none"> ▪ Provisional Patent Filed 6/15/2001 ▪ No Pursuit (No PCT or U.S. Non-Provisional Filing)

Domain Names:

watercovenetworks.com
watercovenetworks.net
watercove.com
watercove.net

Trademarks:

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Goods or Services</u>	<u>Status</u>
DATA CRUISER	China	3066297	01/11/02	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications in Class 9	Registered effective 5/7/2003 Renewal due by 5/6/2013
DATA CRUISER	European Community	2527836	01/08/02	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications in Class 9	Published
DATA CRUISER	Japan	2002-938 Registration # 4618494	01/10/02	Computer programs; other applied electronic machines and apparatus and their parts; electric communications machines and apparatus; electrical distribution or control machines and apparatus; electronic publications; TV game machines for home use; TV game machines for business use; records; automatic vending machines; billing machines; cash registers in International Class 9	Registered effective 11/8/2002 Renewal in 10 years
DATA CRUISER	United States	76/287468	07/18/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications in Class 9	Statement of Use to be filed and accepted by 02/12/04
FLOWCORE	Australia	895874	11/22/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications, namely, for facilitating link, transport and process level communications in Class 9	Registered effective 6/28/2001 Renewal due 11/22/2011
FLOWCORE	China	3024877	11/26/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications, namely, for facilitating link, transport and process level communications in Class 9	Registered effective 2/21/03 Renewal due 2/20/2013

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Goods or Services</u>	<u>Status</u>
FLOWCORE	European Community	2473205	11/22/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications, namely, for facilitating link, transport and process level communications in Class 9	Registered effective 1/8/2002 Renewal due 1/8/2012
FLOWCORE	Korea	548733	11/23/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications, namely, for facilitating link, transport and process level communications in Class 9	Registered effective 5/22/03 Renewal due 5/22/2013
FLOWCORE	United States	76/277991	10/9/2001	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications, namely, for facilitating link, transport and process level communications in Class 9	Statement of Use to be filed and accepted by 01/01/04
PUSHING PARTY PAYS	Australia	899864	05/22/02	Feature of computer programs for telecommunication equipment that enables wireline or wireless access service providers to extract a transaction fee for information providers, application service providers or other third parties that wish to communicate information to a subscriber to the network in Class 9	Registered effective 7/18/2001 Renewal due 01/08/2012
PUSHING PARTY PAYS	China	3066296	01/11/02	Feature of computer programs for telecommunication equipment that enables wireline or wireless access service providers to extract a transaction fee for information providers, application service providers or other third parties that wish to communicate information to a subscriber to the network in Class 9	Awaiting examination
PUSHING PARTY PAYS	European Community	2527802	01/08/02	Feature of computer programs for telecommunication equipment that enables wireline or wireless access service providers to extract a transaction fee for information providers, application service providers or other third parties that wish to communicate information to a subscriber attached to the network in Class 9	Registered effective 1/8/2002 Renewal due 1/8/2012
PUSHING PARTY PAYS	Japan	2002-939 Registration # 4618495	01/10/02	Computer programs; other applied electronic machines and apparatus and their parts; electric communications machines and apparatus; electrical distribution or control machines and apparatus; electronic publications; TV game machines for home use; TV game machines for business use; records; automatic vending machines; billing machines; cash registers in International Class 9	Registered effective 11/8/2002 Renewal in 10 years

<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Goods or Services</u>	<u>Status</u>
PUSHING PARTY PAYS	Korea	2002-901	01/08/02	Feature of computer programs for telecommunication equipment that enables wireline or wireless access service providers to extract a transaction fee for information providers, application service providers or other third parties that wish to communicate information to a subscriber attached to the network in Class 9	Published
PUSHING PARTY PAYS	United States	76/296687	07/18/01	Feature of computer programs for telecommunication equipment that enables wireline or wireless access service providers to extract a transaction fee for information providers, application service providers or other third parties that wish to communicate information to a subscriber to the network in Class 9	Statement of Use to be filed and accepted by 3/12/2004
SENTEON	Australia	895873	11/22/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications, namely, for facilitating link, transport and process level communications in Class 9	Registered effective 6/28/01 Renewal due 11/22/2011
SENTEON	China	3024878	11/26/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications, namely, for facilitating link, transport and process level communications in Class 9	Registered effective 2/21/03 Renewal due 2/20/2013
SENTEON	European Community	2472827	11/22/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications, namely, for facilitating link, transport and process level communications in Class 9	Registered effective 11/22/2001 Renewal due 11/22/2011
SENTEON	Korea	548736	11/23/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications, namely, for facilitating link, transport and process level communications in Class 9	Registered effective 5/22/03 Renewal due 5/22/2013
SENTEON	United States	76/277994 Reg #2,650,577	06/28/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications, namely, for facilitating link, transport and process level communications in Class 9	Registered effective 10/12/2002 Declare Use by 11/12/2007

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<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Goods or Services</u>	<u>Status</u>
TOP UP, POP UP	Australia	899866	05/22/02	Feature of computer programs for telecommunication equipment that enables real time notification to a consumer of multimedia communications services that the postpaid credit threshold is about to be exceeded or the prepaid balance is low and enables a recharge of the prepaid account in Class 9	Registered effective 7/18/2001 Renewal due 01/08/2012
TOP UP, POP UP	China	3066295	01/11/02	Feature of computer programs for telecommunication equipment that enables real time notification to a consumer of multimedia communications services that the postpaid credit threshold is about to be exceeded or the prepaid balance is low and enables a recharge of the prepaid account in Class 9	Registered effective 5/7/2003 Renewal due 5/6/2013
TOP UP, POP UP	European Community	2527265	01/08/02	Feature of computer programs for telecommunication equipment that enables real time notification to a consumer of multimedia communications services that the postpaid credit threshold is about to be exceeded or the prepaid balance is low and enables a recharge of the prepaid account in Class 9	Registered effective 1/8/2002 Renewal due 1/8/2012
TOP UP, POP UP	Japan	2002-937 Registration # 4618493	01/10/02	Computer programs; other applied electronic machines and apparatus and their parts; electric communications machines and apparatus; electrical distribution or control machines and apparatus; TV game machines for business use; records; automatic vending machines; billing machines; cash registers in International Class 9	Registered 11/8/02 Renewal due in 10 years.
ULTRAMOBILITY	Australia	912996	05/15/02	Feature of computer programs for transferring personalized data between fixed and mobile wireless communication networks in Class 9	Registered effective 1/4/2002 Renewal due 5/15/2012
ULTRAMOBILITY	Canada	1140972	05/16/02	Feature of computer programs for transferring personalized data between fixed and mobile wireless communication networks in Class 9	Awaiting examination
ULTRAMOBILITY	China	3181204	05/20/02	Feature of computer programs for transferring personalized data between fixed and mobile wireless communication networks in Class 9	Awaiting examination

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<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Goods or Services</u>	<u>Status</u>
ULTRAMOBILITY	European Community	2698280	05/15/02	Feature of computer programs for transferring personalized data between fixed and mobile wireless communication networks in Class 9	Published
ULTRAMOBILITY	Japan	2002-49158 Reg # 4630497	06/13/02	Feature of computer programs for transferring personalized data between fixed and mobile wireless communication networks in Class 9	Registered through 12/20/2012
ULTRAMOBILITY	United States	78/100976	01/04/02	Feature of computer programs for transferring personalized data between fixed and mobile wireless communication networks in Class 9	Notice of Allowance due by 5/13/2004
VIGILON	Australia	895875	11/22/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications, namely, for facilitating link, transport and process level communications in Class 9	Registered effective 6/28/2001 Renewal due 11/22/2011
VIGILON	China	3024876	11/26/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications, namely, for facilitating link, transport and process level communications in Class 9	Registered effective 2/21/03 Renewal due 2/20/2013
VIGILON	European Community	2473189	11/22/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications, namely, for facilitating link, transport and process level communications in Class 9	Published Possible opposition - VIGLEN
VIGILON	Korea	548737	11/23/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications, namely, for facilitating link, transport and process level communications	Registered effective 5/22/03 Renewal due 5/22/2013
VIGILON	United States	76/277996 Reg # 2,640,942	06/28/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications applications, namely, for facilitating link, transport and process level communications in Class 9	Registered effective 10/22/2002 Declare Use by 10/22/2007

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<u>Mark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Goods or Services</u>	<u>Status</u>
WATERCOVE	Australia	875115	11/05/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications application	Registered 5/9/2001 Renewal due 05/09/2011
WATERCOVE	Canada	1102571	05/10/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications application in Class 9	Notice of Allowance due by 5/10/2004
WATERCOVE	China	2016595	06/29/01	Communications equipment; routers; switches; servers; computer programs for use in telecommunications applications	Registered effective 12/7/02 Renewal due 12/6/2012
WATERCOVE	European Community	2208742	05/09/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications application in Class 9	Registered effective 5/9/2001 Renewal due 5/9/2011
WATERCOVE	Korea	2001-28461 Reg # 535872	06/29/01	Telecommunication equipment, namely, routers, switches and servers; computer programs for use in telecommunications application in Class 9	Registered effective 11/27/2002 Renewal due 11/27/2012
WATERCOVE	United States	76/204331	02/02/01	Telecommunication equipment, namely, routers, switches and servers; computer software for monitoring and controlling routers, switches and servers for telecommunications applications in Class 9	Registered effective 3/25/03 Declare use by 3/25/2008
WATERCOVE	Japan	4558618	6/1/2001	Telecommunication equipment; electrical communications machines and apparatus; computer programs for use in telecommunications applications; downloadable computer programs; other computer programs; electronic computers; applied electronic machines and instruments; pre-recorded magnetic cards, magnetic sheets and magnetic tapes; pre-recorded compact disks; other records; toys for television games for home use; in International Class 9	Registered effective 04/12/2002 Renewal in 10 years