

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                             |
|----------------------------------|--|-----------------------|-----------------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                             |
| <b>NATURE OF CONVEYANCE:</b>     | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL   |                       |                             |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                             |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>          |
| Power X Limited                  |  | 07/25/2002            | CORPORATION: UNITED KINGDOM |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                             |
| <b>Name:</b>                     | Xyratex Technology Limited   |                       |                             |
| <b>Street Address:</b>           | Langstone Road   |                       |                             |
| <b>Internal Address:</b>         | Havant   |                       |                             |
| <b>City:</b>                     | Hampshire  |                       |                             |
| <b>State/Country:</b>            | UNITED KINGDOM   |                       |                             |
| <b>Postal Code:</b>              | PO9 1SA  |                       |                             |
| <b>Entity Type:</b>              | CORPORATION: UNITED KINGDOM  |                       |                             |
| <b>PROPERTY NUMBERS Total: 1</b> |  |                       |                             |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                             |
| Registration Number:             | 2538769  | TERAPORT              |                             |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                             |
| <b>Fax Number:</b>               | (212)302-8998  |                       |                             |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                             |
| <b>Phone:</b>                    | 212-302-8989   |                       |                             |
| <b>Email:</b>                    | ipdocket@hgcpatent.com   |                       |                             |
| <b>Correspondent Name:</b>       | Kenneth F. Florek  |                       |                             |
| <b>Address Line 1:</b>           | Hedman & Costigan, P.C.  |                       |                             |
| <b>Address Line 2:</b>           | 1185 Avenue of the Americas  |                       |                             |
| <b>Address Line 4:</b>           | New York, NEW YORK 10036   |                       |                             |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 1201-TM-042  |                       |                             |
| <b>DOMESTIC REPRESENTATIVE</b>   |  |                       |                             |
| <b>Name:</b>                     |  |                       |                             |

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Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

|                    |                     |
|--------------------|---------------------|
| NAME OF SUBMITTER: | Kenneth F. Florek   |
| Signature:         | /kenneth f. florek/ |
| Date:              | 07/10/2006          |

**Total Attachments: 6**

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THIS ASSIGNMENT is made on *25<sup>th</sup> July* 2002  
 BETWEEN \*

- (1) POWER X LIMITED (registered no 02949813) a company registered in England whose registered office is at 5th Floor, Commercial Buildings, 11-15 Cross Street, Manchester M2 1BD ("the Assignor") acting by its joint Administrators Dermot Power and David Swaden of BDO Stoy Hayward, Commercial Buildings, 11-15 Cross Street, Manchester M2 1WE ("the Administrators");
- (2) XYRATEX TECHNOLOGY LIMITED (registered no 03134912) a company registered in England whose registered office is at Langstone Road, Havant, Hampshire, PO9 1SA ("the Assignee"); and
- (3) The Administrators

#### BACKGROUND

- (1) The Administrators were appointed to act as joint administrators of the Assignor on 29 January 2002 pursuant to an Order of the High Court of Justice, Chancery Division, Manchester District Registry (No.1039 of 2002)
- (2) The Assignor is the proprietor of the Business Intellectual Property.
- (3) Subject to the Licences, the Assignor has agreed to assign the Business Intellectual Property to the Assignee on the terms and subject to the conditions set out in this Assignment (all as defined below).

#### OPERATIVE PROVISIONS

##### 1. DEFINITIONS

- 1.1 In this Assignment the following expressions shall have the following meanings unless inconsistent with the context:

|                                  |  |
|----------------------------------|--|
| "Business Intellectual Property" | all Intellectual Property Rights owned by the Assignor and used in the Business  |
| "the Business"                   | the business of designing and marketing communications chip sets for the telecommunications industry as carried on by the Assignor   |
| "Intellectual Property Rights"   | patents (including, but not limited to, those patents and patent applications listed in <b>Schedule 1</b> ), trade marks, service marks, logos, get-up, trade names, rights in designs, copyright (including rights in computer software) and moral rights, database rights, semi-conductor topography rights, utility |

models, know-how and other intellectual property rights owned by the Assignor and used in the Business in each case whether registered or unregistered and including applications for registration and all rights or forms of protection having equivalent or similar effect anywhere in the world

**"Licences"**

the licence dated 25 June 2002 between the Assignor, the Administrators and Advent Networks Inc and the licence dated 25 June 2002 between the Assignor, the Administrators and Atoga Systems Inc, both relating to the use of the Intellectual Property in GLI chip sets, and signed copies of which are contained in **Schedule 2**

**"Special Provisions Order"**

the Value Added Tax (Special Provisions) Order 1995

**"VAT"**

Value Added Tax

**"VATA"**

the Value Added Tax Act 1994

- 1.2 The headings in this Assignment are for convenience only and shall not affect its construction or interpretation
- 1.3 In this Assignment the masculine includes the feminine and the neuter, and the singular includes the plural and vice versa as the context shall admit or require.
- 1.4 Any reference in this Assignment to a clause is a reference to a clause of to this Assignment, save where the context otherwise admits.

**2. ASSIGNMENT**

- 2.1 In consideration of the payment of [REDACTED] by the Assignee to the Assignor, the Assignor assigns to the Assignee such rights, title and interest as it may have (if any) in and to the Business Intellectual Property (except as stated in this Assignment) together with all statutory and common law rights and the right to apply for, prosecute and obtain protection throughout the world in respect of the Business Intellectual Property
- 2.2 Pursuant to **clause 14.1** of each of the Licences, the Assignor and the Administrators insofar as they are able assign the benefit and delegate the burden of the Licences (including any present, future or contingent interest or right to any sums or damages payable under or in connection with the Licences) and the Assignee agrees to undertake the Assignor's obligations, duties and liabilities under each of the Licences

**A. VAT**

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- 3.1 The consideration expressed at **clause 2.1** of this Assignment is expressed exclusive of VAT which may be chargeable and the Assignee agrees to pay to the Assignor in addition to such amounts, any VAT for which the Assignor is liable so account to HM Customs & Excise in respect of any supply made by the Assignor to the Assignee under or in connection with this Assignment forthwith on production of a valid VAT invoice by the Assignor.
- 3.2 The parties consider that the conditions of section 49 VATA and Article 5 of the Special Provisions Order will not apply to the transfer of the Business Intellectual Property and that accordingly all supplies pursuant to this Assignment will be standard rated for VAT purposes.
- 3.3 The Assignor will on completion of this Assignment furnish to the Assignee a VAT invoice in due form in relation to the supplies made pursuant to this Assignment.

#### 4. **ACKNOWLEDGEMENT AND INDEMNITY**

- 4.1 The Assignee hereby acknowledges that the Business Intellectual Property may be subject to restrictions or deficiencies not known to the Assignor or the Administrators and that it may or may not be transferable to the Assignee. The Assignee hereby agrees that it has made its own enquiries and satisfied itself in this respect and agrees that no abatement in the payment due under **clause 2.1** shall be made and no right of rescission shall arise as a result of any representation made by the Assignor or the Administrators.
- 4.2 The Assignee hereby agrees and undertakes not to use the Business Intellectual Property without first obtaining any necessary consents, licences or registrations and agrees to indemnify and keep fully indemnified the Assignor and the Administrators and each of them against any claim or loss or demand arising as a direct result of the transfer of the Business Intellectual Property by the Assignor to the Assignee or its purported assignment under this Assignment or the use of it by the Assignee or by any transferee or licensee of the Assignee.

#### 5. **ADVERSE CLAIMS**

- 5.1 The Assignee acknowledges that the Administrators' knowledge of the Business Intellectual Property is limited and that some of the assets which are made available by the Assignor and/or the Administrators to the Assignee pursuant to the terms of this Assignment may be subject to claims by third parties under reservation of title, liens or otherwise and for the avoidance of doubt it is hereby agreed that due allowance for the existence of such claims has been made in fixing the purchase consideration payable hereunder.
- 5.2 If it is found that the Assignor does not have title or unencumbered title to any of the assets which are made available by the Assignor and/or the Administrators to the Assignee pursuant to this Assignment the Assignee expressly agrees that it shall have no right either to rescind this agreement or to claim damages or an abatement in the consideration paid or payable hereunder.
- 5.3 In respect of the Business Intellectual Property if it is established to the satisfaction of the Administrators that any of the Business Intellectual Property is subject to an

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7. **FURTHER ASSURANCE**

The Assignor and the Administrators while they remain as Administrators of the Assignor agree at the expense of the Assignee to execute such further documents, and take such actions and do such things, as may be reasonably requested by the Assignee to give full effect to the terms of this Assignment.

8. **SEVERABILITY**

If any of the provisions of this Assignment are judged to be illegal or unenforceable, the continuation in full force and effect of the remaining provisions will not be prejudiced unless the substantive purpose of this Assignment is then frustrated, in which case either party may terminate this Assignment on reasonable written notice.

9. **GOVERNING LAW AND JURISDICTION**

This Assignment is governed by, and shall be construed in accordance with English law and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

10. **COSTS**

Each party shall bear its own costs (including legal costs) in respect of the preparation, negotiation and execution of this Assignment except as otherwise specified in this Assignment.

11. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties to this Assignment do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

**AS WITNESS** the hands of the duly authorised representatives of the parties on the date stated at the beginning of this Assignment.

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KYRATEX

PAGE 0002

SIGNED by one of the Joint Administrators in the name of and on behalf of POWER X LIMITED in the presence of:

Witness signature:

Name:

Darren Brookes

Address:

11-15 Cross Street  
Manchester, M2 1BD  
Manager.

Occupation:

SIGNED by [NAME] duly authorised to sign for and on behalf of KYRATEX TECHNOLOGY LIMITED in the presence of:

STEVE THOMPSON

Witness signature:

Name:

GRHAM SALVIN

Address:

36 VICARAGE LANE  
STASSINGTON, FAREHAM  
HANTS.

Occupation:

Accountant.

SIGNED by ~~NAME~~ DAVID SWADEN for himself and his Joint Administrator without personal liability in the presence of:

Witness signature:

Name:

Darren Brookes

Address:

11-15 Cross Street  
Manchester, M2 1BD.

WITHOUT PREJUDICE 11/09/06  
144-361-401777