

08-08-2006

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECO

8/3/06

To the Director of the U.S. Patent and Trademark Office

103288640

Use new address(es) below.

1. Name of conveying party(ies):

nCUBE Corporation

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - Delaware
- Other _____

Citizenship (see guidelines) _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Additional name(s) & address(es) attached? Yes No

Name: Broadband Management Solutions, LLC
Address: 60 Decibel Road
State College, Pennsylvania 16801

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation -
- Other Limited Liability Company Citizenship _____

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)

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: December 31, 2004

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)

1,732,719; 1,745,549; 2,757,421; and 2,828,678

C. Identification or Description of Trademark(s):

Additional numbers attached? Yes No

- 1,732,719 - nCUBE;
- 1,745,549 - NCUBE
- 2,757,421 - N4
- 2,828,678 - VIRTUAL INTERCONNECT

AUG 3 2006

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

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41): \$115.00

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

8. Payment Information

- a. Credit Card (see attached form)
- b. Deposit Account Number: 50-2014

David J. Kera
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OSMMN Ref: 280564US-2884-10815-21-SD

9. Signature:

Signature

David J. Kera
Name of Person Signing

Date August 3, 2006

Total number of pages, including cover sheet, attachments, and document: 51

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40.00 OP
75.00 OP
08/08/2006 NJAMH1
01 FC:852
02 FC:852

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, Virginia 22313-1450

ASSIGNMENT OF BUSINESS INTELLECTUAL PROPERTY

WHEREAS, nCUBE Corporation, a Delaware corporation ("nCUBE"), and Broadband Management Solutions, LLC, a Delaware limited liability company (hereinafter referred to as "ASSIGNEE") have entered into a certain Member Interest Purchase Agreement executed on October 20, 2004 (hereinafter the "AGREEMENT");

WHEREAS, nCUBE is either the sole and exclusive owner or a co-owner of all Business Intellectual Property (as that term is defined in the AGREEMENT, including but not limited to all intellectual property listed in Schedule 4.11(a) of the AGREEMENT; a copy of Schedule 4.11(a) is attached hereto as APPENDIX A);

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest of nCUBE in and to all of said Business Intellectual Property, including but not limited to all applications for Letters Patent and Trademark registrations and trademark applications, the inventions and marks described therein, and in and to any and all trademark registrations and Letters Patents that may be granted therefor in the United States and its territorial possessions, including all rights to sue for all present and future infringement, and all infringement prior to the date of this assignment; and including the rights of nCUBE in the litigations between nCUBE and SeaChange as denoted in APPENDIX B, subject to the provisions set forth in the AGREEMENT ("SEACHANGE LITIGATIONS");

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00) and other valuable consideration, the receipt of which is hereby acknowledged, nCUBE by these presents does sell, assign and transfer unto said ASSIGNEE its entire right, title and interest in and to the aforesaid Business Intellectual Property, including but not limited to all applications for Letters

Patent and Trademark registrations and trademark applications, and together with the goodwill connected with and symbolized by the trademarks, the inventions and marks described therein, and in and to any and all Trademark registrations and Letters Patents that may be granted therefor in the United States and its territorial possessions, in and to any and all divisions, continuations, reissues, substitutions and renewals thereof, including all rights to sue for all present and future infringement, and all infringement prior to the date of this assignment, and, pursuant to the provisions set forth in the AGREEMENT, its right, title and interest in and to the SEACHANGE LITIGATIONS.

nCUBE hereby authorizes and requests that the United States Patent and Trademark Office in the United States and its territorial possessions issue any and all of said Letters Patents or Trademark registrations, when granted, to said ASSIGNEE as the assignee of the entire right, title and interest in and to the same, for the use and behoof of said ASSIGNEE, its successors and assigns, to the full end of the term for which said Letters Patents and Trademark registrations may be granted, with said ASSIGNEE having the sole right to renewals of the Trademark registrations, as fully and entirely as the same would have been held by nCUBE had this Assignment and sale not been made.

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IN TESTIMONY WHEREOF, NCUBE has caused these presents to be signed by its
officers hereunto duly authorized.

Date: December 31, 2004

nCUBE Corporation

By: 
Name: Steven E. Fink
Title: Chairman

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Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Status/Comments
N4	78/039480	15-Dec-2000	2757421	26-Aug-2003	Registered. Section 8 & 15 Affidavits of Use and Incontestability due by August 26, 2009.
N5	78/039482	15-Dec-2000			Pending.
N6	78/039485	15-Dec-2000			Pending.
NCUBE	73/711880	16-Feb-1988	1745549	12-Jan-1993	Registered. Renewal due by January 12, 2013.
nCUBE (Stylized)	74/253165	09-Mar-1992	1732719	17-Nov-1992	Registered. Renewal due by November 17, 2012.
nCUBE					
KYCONNECT	74/546487	01-Jul-1994	1918373	12-Sep-1995	Registered. Renewal due by September 12, 2005.
VIRTUAL INTERCONNECT	76/397528	19-Apr-2002	2828678	30-Mar-2004	Registered. Supplemental Register. Section 8 Affidavit of Use due by March 30, 2010.

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Foreign Trademark Registrations

Country	Trademark	App. No.	Filing Date	Reg. No.	Reg. Date	Status/Comments
Australia	NCUBE (Stylized)	614313	20-Oct-1993	A614313	25-Jul-1995	Renewal due by October 20, 2010.
Australia	NCUBE	586235	09-Sep-1992	A586235	30-May-1995	Renewal due by September 9, 2009.
Canada	NCUBE	795306	19-Oct-1995	TMA463064	06-Sep-1996	Renewal due by September 6, 2011.
France	NCUBE (Stylized)	92431218	20-Aug-1992	92431218	29-Jan-1993	Renewal due by August 20, 2102.
Germany	INFOCUBE	39553000	30-Dec-1995	39553000	15-Jul-1996	Renewal due by December 30, 2005.
Germany	NCUBE (Stylized)	25021/9	21-Jul-1992	2058894	04-Mar-1993	Renewal due by July 21, 2012.
Italy	NCUBE (Stylized)	RM92C/003	07-Aug-1992	643872	28-Feb-1995	Renewal due by August 7, 2012
Slovak Republic	NCUBE (Stylized)	20575/1992	24-Jul-1992	282662	04-Jun-1994	Renewal due by January 4, 2014
South Africa	NCUBE (Stylized)	94/1553	15-Feb-1994	94/1553	15-Feb-1994	Renewal due by February 15, 2014.