

08-11-2006



RECORDED

103290197

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):

Stargus, Inc. *8-7-06*

Individual(s) Association

General Partnership Limited Partnership

Corporation - State: Delaware

Other _____

Citizenship (see guidelines) _____

Additional name(s) of conveying party(ies) attached? Yes No

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

Additional names, addresses, or citizenship attached? Yes No

Name: Broadband Management Solutions, LLC

Address: 60 Decibel Road
State College, Pennsylvania 16801

Country: U.S.A.

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

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: July 27, 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)

2,743,479; 2,813,615; and 2,838,935

Additional numbers attached? Yes No

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

2,743,479 - STARGUS & Design

2,813,615 - CABLEEDGE

2,838,935 - STARGUS

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

David J. Kera
OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
Attorneys at Law
1940 Duke Street
Alexandria, Virginia 22314
(703) 413-3000
Email: tmddocket@oblon.com
OSMMN Ref: 265463 US-2884-255138-21

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 (see attached form)

b. Deposit Account Number: 50-2014

9. Signature: *David J. Kera*

Signature

David J. Kera
Name of Person Signing

Date August 7, 2006

Total number of pages, including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, Virginia 22313-1450

FINANCE SECTION
2006 AUG - 3 AM 10:41
OFFICE OF THE CLERK
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40.00 DP
50.00 DP

08/10/2006 12:47:47
00000124 2741479
JMH1

01 FC:8581
02 FC:8582

ASSIGNMENT OF BUSINESS INTELLECTUAL PROPERTY

WHEREAS, Stargus, Inc., a Delaware corporation, and Broadband Management Solutions, LLC, a Delaware limited liability company (hereinafter referred to as "ASSIGNEE") have entered into a certain Agreement and Plan of Merger executed on July 2, 2004 (hereinafter the "AGREEMENT");

WHEREAS, Stargus, Inc. is the sole and exclusive owner of all Business Intellectual Property (as that term is defined in the AGREEMENT, including but not limited to all intellectual property listed in Schedules 3.18(a)-(d) of the AGREEMENT; a copy of Schedule 3.18(c) is attached hereto);

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest 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 the right to sue for infringement prior to the date of this assignment;

NOW, THEREFORE, in consideration of the sum of FIVE DOLLARS (\$5.00) and other valuable consideration, the receipt of which is hereby acknowledged, Stargus, Inc. by these presents does sell, assign and transfer unto said ASSIGNEE the entire right, title and interest for the territory of the United States of America 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, and in and to any and all divisions, continuations, reissues, substitutions and renewals thereof, including the right to sue for infringement prior to the date of this assignment.

Stargus, Inc. 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 Stargus, Inc. had this Assignment and sale not been made.

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

Stargus, Inc.

Date: 7/27/04

By: [Signature]
Name: W. T. Hancock
Title: CEO

Sworn to and Subscribed Before

me this 27th day of July, 2004.

[Signature]
Notary Public
My Commission Expires: 3/21/05


Notarial Seal
Leslye S. Faulkner, Notary Public
College Twp., Centre County
My Commission Expires Mar. 21, 2005
Member, Pennsylvania Association of Notaries

Schedule 3.18(c) – Issued and Pending Intellectual Property

See attached.

071089 0010

Schedule of Stargus Trademark Portfolio

Our Ref.	Mark	Status	App. No.	File Date	Reg. No.	Reg. Date	Goods
DMII-T09-002	<p>STARGUS & Design</p> 	Registered	76/236328	4/6/2001	2743479	7/29/2003	<p>computer software for use in the field of telecommunications and cable; computer software for use in computer network management in the field of telecommunications and cable; and computer software for use in securing computer networks to prevent the unauthorized use of computers and to prevent use of computers for unauthorized purposes in the field of telecommunications and cable; and computer hardware for computer network monitoring and computer network security, namely, computer systems;</p> <p>42/computer consulting, namely consulting in the field of network management, monitoring and securing computer networks; and computer network design services for others, namely design and implementation of network management, monitoring and security systems</p>

Schedule of Stargus Trademark Portfolio

Our Ref.	Mark	Status	App. No.	File Date	Reg. No.	Reg. Date	Goods
DMII-T-003	CABLEEDGE	Allowed	76/332289	10/31/2001			9/Computer software for use in computer network monitoring in the field of telecommunications and cable; computer software for use in computer network management in the field of telecommunications and cable; and computer software for use in securing computer networks to prevent the unauthorized use of computers and to prevent use of computers for unauthorized purposes in the field of telecommunications and cable; and computer hardware for computer network monitoring and computer network security, namely computer systems
DMII-T09-001	STARGUS	Allowed	76/175720	12/6/2000			9/Computer software for use in computer network monitoring in the field of telecommunications and cable; computer software for use in computer network management in the field of telecommunications and cable; and computer software for use in securing computer networks to prevent the unauthorized use of computers and to prevent use of computers for unauthorized purposes in the field of telecommunications and cable; and computer hardware for computer network monitoring and computer network security, namely computer systems 42/Computer consulting, namely consulting in the field of network management, monitoring and securing computer networks; and computer network design services for others, namely design and implementation of network management, monitoring and security systems



August 7, 2006



Honorable Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

ATTORNEYS AT LAW
DAVID J. KERA
(703) 412-6456
DKERA@OBLON.COM

Re: Broadband Management Solutions, LLC
Mark: STARGUS & Design,
CABLEEDGE, and STARGUS
U.S. Registration No.: 2,743,479
2,813,615 and 2,838,935
Atty Dkt. No.: 265463US/265462US/265453US-2884-255138-21

Dear Commissioner:

We enclose the following for filing in the U.S. Patent and Trademark Office:

Recordation of Assignment

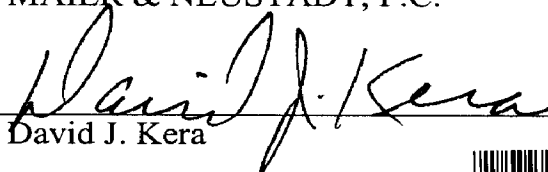
Also enclosed is the credit card payment form for the required filing fee in the amount of \$90.00.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Account No. 50-2014.

Please note: All electronic correspondence relating to this matter should be sent to tmdocket@oblon.com.

Respectfully submitted,

OBLON, SPIVAK, MCCLELLAND,
MAIER & NEUSTADT, P.C.


David J. Kera

DJK/ojb {I:\atty\DJK\2884-265463US-cov.doc}



08-07-2006

U.S. Patent & TMOc/TM Mail Rcpt Dt. #30

1940 DUKE STREET ■ ALEXANDRIA, VIRGINIA 22314 ■ U.S.A.
TELEPHONE: 703-413-3000 ■ FACSIMILE: 703-413-2220 ■ WWW.OBLON.COM

RECORDED: 08/07/2006

TRADEMARK
REEL: 003373 FRAME: 0324