

Form PTO-1594  
1-31-92

U.S. Department of Commerce  
Patent and Trademark Office

RECORDATION FORM COVER SHEET  
**TRADEMARKS ONLY**

Our Ref.: 1680-43

**Mail Stop Assignment Recordation Services**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

To the Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Eicon Networks GmbH & Co. oHG

Individual(s)                       Association  
 General partnership               Limited Partnership  
 Corporation-State:  
 Other: Company - Germany

2. Name and address of receiving party(ies):  
Name: Eicon Networks Corporation  
Internal Address: \_\_\_\_\_  
Street Address: 9800 Cavendish Boulevard

City: Montreal  
State/Country: Quebec, Canada  
Zip: H4M 2V9

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation- \_\_\_\_\_  
 Other Company - Canada

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)  
Additional name/s & address/es attached  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Assignment               Change of Name  
 Other: \_\_\_\_\_

Execution Date: June 1, 2002

4. Application number(s) or registration number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
(1) 75/478,613	(1) 2,268,757
(2)	(2)
(3)	(3)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Donna J. Bunton  
Internal Address: \_\_\_\_\_  
Street Address: Nixon & Vanderhye P.C.  
901 North Glebe Road  
11th Floor  
City Arlington State: VA Zip: 22203

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)(8521; \$40) (8522; \$25)\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency, or credit any overpayment, in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our **Account No. 14-1140**.

**DO NOT USE THIS SPACE**

9. Statements and signature.  
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.

Donna J. Bunton                      *Donna J. Bunton*                      October 12, 2006  
Name of Person Signing                      Signature                      Date

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

DJB:ew

## ASSIGNMENT

WHEREAS EICON NETWORKS GmbH & Co. oHG, a company incorporated under the laws of Germany (hereinafter referred to as « ASSIGNOR ») is the exclusive owner of intellectual property and technology, including without limitation any and all inventions, patent applications, issued patents, copyrights registered or unregistered or other related property rights in any and all countries relating to and arising therefrom as well as all trade-marks owned by ASSIGNOR (but specifically excluding those trade-marks registered or applied for under the international system, Madrid agreement or protocol, being the following: "DIVA" bearing official reference number 745299, "ISDN DIVA" bearing official reference number 618722, "G. DIEHL ISDN design" bearing official reference number 636834, "G. DIEHL ISDN" bearing official reference number 636834, and "DIVA ISDN" bearing official reference number 682159 – such trade-marks being hereinafter collectively referred to as the "Excluded Trade-marks") (all the foregoing intellectual property and technology excluding the Excluded Trade-marks being collectively referred to hereinafter as the "Technology");

WHEREAS EICON NETWORKS CORPORATION, a company incorporated under the laws of Canada (hereinafter referred to as « ASSIGNEE »), is desirous of acquiring the entire right, title and interest in, to and under the Technology and Assignor wishes to transfer its right, title and interest in, to and under the Technology in accordance with the terms and conditions set out below.

1. NOW, THEREFORE, in consideration of EIGHTY-SEVEN THOUSAND Canadian Dollars (CDN\$87,000) (the "Purchase Price"), being the fair market value thereof, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, its successors, assigns and legal representatives, ASSIGNOR's entire right, title and interest, in and to the Technology, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, together with all claims by reason of past infringement of the Technology, the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.
2. ASSIGNOR further agrees that ASSIGNEE may apply for and receive patents or rights of any other kind in any country for the Technology and that, when requested, without charge to, but at the expense of, ASSIGNEE, shall communicate to ASSIGNEE, its successors, assigns and representatives, all facts known and documents available to ASSIGNOR relating to the Technology and the history thereof; testify in all legal proceedings; and generally do everything possible which ASSIGNEE, its successors, assigns or representatives shall consider desirable for aiding in securing, maintaining and enforcing proper protection for the Technology and for vesting title to the Technology, in said ASSIGNEE, its successors, assigns and legal representatives.

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TRADEMARK

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3. **ASSIGNOR Warranties.** ASSIGNOR covenants with ASSIGNEE, its successors, assigns and legal representatives that no assignment, grant, mortgage, or other agreement affecting the ownership of the Technology herein conveyed has been made to others by ASSIGNOR and that ASSIGNOR has full right to convey its entire interest to ASSIGNEE as herein expressed, and that it has not executed and will not execute, any agreements inconsistent herewith. BEYOND THE FOREGOING, ASSIGNOR MAKES NO WARRANTY OF ANY KIND AND DISCLAIMS ALL FURTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATING TO THE TECHNOLOGY, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
4. **ASSIGNEE Warranties.** ASSIGNEE covenants that in the event that agreements relating to the Technology are assigned by ASSIGNOR to ASSIGNEE, by mutual agreement, following the execution of this Agreement and the transfer of Technology, it will respect and comply with all of its obligations under said agreements and will defend, indemnify and hold ASSIGNOR harmless against any action taken by a third party against ASSIGNOR as the result of ASSIGNEE'S breach of such an assigned agreement. ASSIGNOR agrees to provide ASSIGNEE prompt written notice of any such action, full authority to defend or settle such action and all necessary assistance to do so.
5. **Proprietary Information.** Each party acknowledges that it may obtain information relating to the other party that is of a confidential and proprietary nature ("proprietary information"). Each party shall at all times maintain in the strictest confidence and trust all such proprietary information, which shall not be less than those measures employed by each party in protecting its own proprietary information of equivalent value. Each party and its employees agree not to disclose such information to any third party.

The commitments set forth above shall not apply to any proprietary information which:

- A. is now generally known or available or which hereafter through no act or failure on the part of the receiving party becomes generally known or available;
- B. is legally known to the receiving party at the time of receiving such information;
- C. is hereafter furnished to the receiving party by a third party without restriction on disclosure, where such third party legally obtained such information and the right to disclose it to the receiving party; or
- D. is independently developed by the receiving party without violation of any legal rights which the disclosing party may have in such information as received from the disclosing party.

6. **No Assignment.** This Agreement is not assignable by either party without the prior written consent of the other party. Any attempt to assign any of the rights, duties, or obligations of this Agreement without such consent is void.
7. **Severability.** If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
8. **Authorized Representatives.** Each party warrants that the person who signs this Agreement on its behalf is authorized and empowered to do so.
9. **No Waiver.** Neither party shall, by mere lapse of time, without giving notice or taking other action hereunder, be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other shall not be construed as nor constitute a continuing waiver of such breach or of breaches of the same or other provisions of this Agreement.
10. **Notices.** Any notice, request, requirement, approval, permission, consent, or other communication required, authorized, permitted or contemplated to be given hereunder from any party to the other parties hereunder, shall be given in writing (unless otherwise provided herein) and shall be deemed accepted immediately when hand delivered or sent by courier service or by fax, or five (5) days after having been mailed via registered mail or by telegram, fee prepaid, addressed as follows:

<p><i>If to ASSIGNOR:</i>  <b>EICON NETWORKS GmbH &amp; Co.</b>            oHG            Bahnhofstraße 63            D-71229             Leonberg, Germany             Attention: Legal Department            Fax: • FAX : +49 (0) 7152 930 999</p>	<p><i>If to ASSIGNEE</i>  <b>Eicon Networks Corporation</b>             9800 Cavendish Boulevard             Montreal, Quebec, Canada            H4M 2V9            Attention: VP, Legal            Fax: (514) 745-5588</p>
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or to such other addresses or personnel as may be designated by such party from time to time by notice as aforesaid.

11. **Entire Agreement.** The parties hereto acknowledge that this Agreement is the complete and exclusive statement of agreement and supersedes all prior understandings and other communications between the parties relating to the matters included herein. This Agreement may be amended only by a subsequent writing that specifically refers to this Agreement and that is signed by both parties.
12. **Language.** This Agreement has been drafted in English at the express wish of the parties. Ce contrat a été rédigé en anglais à la demande expresse des parties.

13. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

This assignment is effective as of June 1, 2002.

**EICON NETWORKS GmbH & Co.  
oHG**

By: [Signature]  
Title: Director

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EICON NETWORKS CORPORATION**

By: [Signature]  
Title: Chairman & CEO

By: \_\_\_\_\_  
Title: \_\_\_\_\_