

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
White Rock Networks, Inc.		10/19/2006	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Turin Networks, Inc.
<b>Street Address:</b>	1415 N. McDowell Blvd.
<b>City:</b>	Petaluma
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94954
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Serial Number:	78881091	VLX2015
Registration Number:	2950264	VLX2006
Registration Number:	2751789	VLX2010
Registration Number:	2676577	VLXPERT
Registration Number:	2751790	VLXSIGHT
Registration Number:	2760737	VLXCONNECT
Registration Number:	2722232	VLX1010
Registration Number:	2725354	VLX2020
Registration Number:	2668031	CREATING EVOLUTIONARY OPTICAL NETWORKS WITH REVOLUTIONARY TECHNOLOGY
Registration Number:	2687160	WHITE ROCK NETWORKS
Registration Number:	2693878	

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(650)938-5200

**CH \$290.00 78881091**

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (650) 988-8500  
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ATTORNEY DOCKET NUMBER:	24848-00202
NAME OF SUBMITTER:	Karen Marie Kitterman
Signature:	/Karen Marie Kitterman/
Date:	10/25/2006

Total Attachments: 4  
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of October 19, 2006 by **White Rock Networks, Inc.**, a Delaware corporation, having its registered office at 1301 W. President George Bush Freeway, Richardson, TX 75080 ("Assignor"), to **Turin Networks, Inc.**, a Delaware corporation having a place of business at 1415 N. McDowell Blvd., Petaluma, CA 94954 ("Assignee").

### RECITALS

A. Assignor and Assignee have entered into that certain Amended and Restated Asset Purchase Agreement by and between Assignor and Assignee dated as of October 18, 2006 (the "Purchase Agreement").

B. Assignor is the owner of the trade names, trademarks, corresponding trademark registrations, and trademark application set forth on Schedule A hereto (the "Trademarks") and all other rights appurtenant thereto throughout the world, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement throughout the world.

C. Assignor has acquired goodwill associated with and symbolized by the Trademarks and has not abandoned the same.

D. Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, Assignor agrees as follows:

1. Assignor hereby assigns and sells to Assignee all of Assignor's rights, title and interest in and to the Trademarks throughout the world, any and all registrations of the Trademarks, any and all applications to register the Trademarks, and for the intent-to-use application, Assignor is transferring to Assignee, pursuant to the Purchase Agreement, that portion of the business which is ongoing and existing to which the trademark pertains, all common law rights in, to and under the Trademarks and all other rights in, to and under the Trademarks together with the goodwill symbolized by the Trademarks; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement of the aforesaid rights, to have and to hold the same unto Assignee, its successors and assigns, for and during the existence of the rights and all renewals thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United

States, whose duty it is to issue trademark registrations or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's written request, take any and all reasonable steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

4. Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Trademarks that may have accrued in Assignor's favor from the respective date of first use of any of the Trademarks to the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

5. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Texas and the United States America without regard to conflicts of laws provisions thereof.

6. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

Assignor

WHITE ROCK NETWORKS, INC.

By: [Signature]  
William L. Martin, its Chief Executive Officer

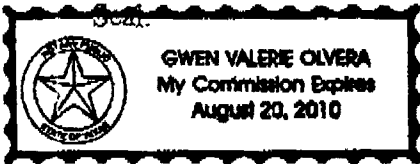
Acknowledgment by Notary Public

Country of United States of America

State of Texas

County of Collin

On this 18<sup>th</sup> day of October, 2006 before me, the undersigned Notary Public, personally appeared William L. Martin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he or she executed the same.



Signature: [Signature]

Name: Gwen Valerie Olvera, Notary Public

## Schedule A

Trademarks and Trade Names	U.S. Trademark Application and Registration Numbers
VLX2015	78/881,091
VLX2006	2,950,264
VLX2010	2,751,789
VLXpert	2,676,577
VLXsight	2,751,790
VLXconnect	2,760,737
VLX1010	2,722,232
VLX2020	2,725,354
Creating Evolutionary Optical Networks With Revolutionary Technology	2,668,031
White Rock Networks and Design (design)	2,687,160
"Circle" Design	2,693,878
White Rock	(N/A. This is a trade name.)
White Rock Networks	(N/A. This is a trade name.)
White Rock Networks, Inc.	(N/A. This is a trade name.)