

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Teleonetics Ltd.		10/31/2006	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

Name:	Wipro Limited
Street Address:	Dodda Kannelli
Internal Address:	Sarjapur Road
City:	Bangalore Karnataka
State/Country:	INDIA
Postal Code:	560 035
Entity Type:	non-government company: INDIA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1991280	WINPRO
Registration Number:	2018582	WINPRO

**CORRESPONDENCE DATA**

Fax Number: (937)449-6405  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 937-449-6400  
 Email: sherrie.hilty@dinslaw.com  
 Correspondent Name: Kimberly Gambrel  
 Address Line 1: One South Main Street, One Dayton Centre  
 Address Line 2: Suite 1300  
 Address Line 4: Dayton, OHIO 45402-2023

**DOMESTIC REPRESENTATIVE**

Name:

OP \$65.00 1991280

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kimberly Gambrel

Signature:

/Kimberly Gambrel/

Date:

01/25/2007

**Total Attachments: 4**

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## ASSIGNMENT

This is an Agreement (the "Agreement"), made and entered into as of the 31<sup>st</sup> day of October, 2006, by and between Teleonetics Ltd., a New Jersey corporation ("Teleonetics" or "Assignor"), having its principle office at 625 N. Monroe Street, Ridgewood, NJ 07450 and Wipro Limited, an Indian Non-Government Company, having its registered office at Dodda Kannelli, Sarjapur Road, Bangalore Karnataka 560 035, India ("Assignee").

### WHEREAS:

- A. Assignor is the registered owner of the mark "WINPRO" with a U. S. Patent and Trademark Registration No. 1,991,280 in Class 42 and "WINPRO" with a U. S. Patent and Trademark Registration No. 2,018,582 in Class 9 (the "Marks");
- B. Assignor desires to assign the Marks and Assignee desires to accept assignment of the Marks.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Assignment.** Assignor hereby grants, transfers, sells and assigns to Assignee all of its right, title and interest, including the goodwill relating to the mark WINPRO, U.S. Patent and Trademark Registration No. 1,991,280 in Class 42 and the mark WINPRO, U.S. Patent and Trademark Registration No. 2,019,582 in Class 9 (the "Assignment") and Assignee hereby accepts the Assignment.
2. **Consideration.** The Assignee shall, upon execution and delivery of this Agreement, pay Assignor the sum of ~~1,000,000~~ for the Assignment.
3. **Representations and Warranties.**

The Assignor warrants to the Assignee the following:

- a) It owns a valid, unrestricted, unencumbered and enforceable title in or valid, unrestricted and enforceable rights to use, sell, assign, transfer and deliver the rights transferred hereunder.
- b) This Agreement has been duly executed and delivered by Assignor and is binding upon and enforceable against Assignor.
- c) The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement will not require any consent or

approval under, or violate any statute, ordinance, rule, regulation, or order of any court, administrative agency, or governmental body.

- d) It has not disposed of, licensed, sold, exchanged or otherwise transferred any of the rights transferred hereunder.
- e) Upon execution and delivery of this Agreement and receiving payment therefor, it will cease using the trade mark WINPRO.

The Assignee warrants to the Assignor the following:

- a) Execution of this Agreement has been duly authorized by Assignee and the person signing this Agreement on behalf of Assignee is duly authorized to do on its behalf.
- b) This Agreement has been duly executed and delivered by Assignee and is binding and enforceable against Assignee and its employees, agents, successors and assigns.
- c) The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement will not require any consent or approval under, or violate any statute, ordinance, rule, regulation or order of any court, administrative agency or government body.

#### 4. Miscellaneous

- a. ~~This Agreement, including Exhibit A attached hereto, constitutes the entire~~ agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements, whether written or oral, with respect to such subject matter.
- b. This Agreement is binding on the parties hereto and their respective successors and assigns.
- c. This Agreement shall be interpreted and construed in accordance with the laws of the State of New Jersey, without regard to its conflicts of laws provisions. All disputes arising in connection with this Agreement which cannot be settled amicably by the parties, will be brought before a court of competent jurisdiction in New Jersey and Assignee submits to the jurisdiction of said court for the purposes of interpreting, construing and enforcing this Agreement.
- d. A delay or omission by either Party to exercise any right or power under this Agreement will not be construed to be a waiver thereof. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach thereof will not be construed to be a waiver of any succeeding breach thereof or of any other covenant in this Agreement.

- e. All notices, requests, demands and determinations under this Agreement will be in writing through (i) hand delivery, (ii) express overnight courier with a reliable system for tracking delivery, or (iii) confirmed facsimile or electronic mail with a copy sent by another means specified herein, to the following:

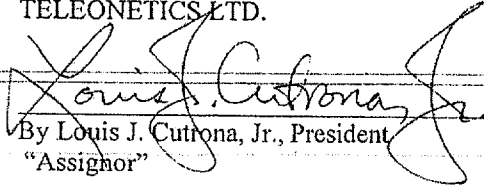
If to Assignee: Wipro, Ltd.  
Dodda Kannelli, Sarjapur Road  
Bangalore 560-035  
India  
Fax: +91.80.8440258  
Attn: General Manager-Legal, Wipro Technologies  
Email: ravi.rshankar@wipro.com

If to Assignor: Teleonetics Ltd.  
625 N. Monroe Street  
Ridgewood, NJ 07450-U.S.A.  
Fax: 201-882-0310  
Attention: President, Dr. Louis J. Cutrona, Jr.  
Email: LJC@teleonetics.com

- f. This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement between the Parties.

IN WITNESS WHEREOF, the parties have set their hands as of the date first written above.

TELEONETICS LTD.

  
By Louis J. Cutrona, Jr., President  
"Assignor"

WIPRO LIMITED

By: Ms. Madhu Khatri  
Corporate Vice-President & General Counsel  
"Assignee"

Dated October 31, 2006

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If to Assignee: Wipro, Ltd.  
Dodda Kannelli, Sarjapur Road  
Bangalore 560-035  
India  
Fax: +91.80.8440258  
Attn: General Manager-Legal, Wipro Technologies  
Email: ravi.rshankar@wipro.com

If to Assignor: Teleonetics Ltd.  
625 N. Monroe Street  
Ridgewood, NJ 07450 U.S.A.  
Fax: 201-882-0310  
Attention: President, Dr. Louis J. Cutrona, Jr.  
Email: LJC@teleonetics.com


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