

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McDATA Services Corporation		03/22/2007	CORPORATION: MINNESOTA
Inrange Development Corporation		03/22/2007	CORPORATION: DELAWARE
Inrange Technologies Corporation		03/22/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	IntelliPath Corporation		
Street Address:	100 Mt. Holly Bypass		
City:	Lumberton		
State/Country:	NEW JERSEY		
Postal Code:	08088		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1529536	VARISWITCH	
CORRESPONDENCE DATA			
Fax Number:	(720)377-0777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	720-377-0770		
Email:	prader@hke-law.com		
Correspondent Name:	Hensley Kim & Edgington, LLC		
Address Line 1:	1660 Lincoln Street		
Address Line 2:	Suite 3050		
Address Line 4:	Denver, COLORADO 80264		
ATTORNEY DOCKET NUMBER:	101-021TM ASSIGNMENT		
NAME OF SUBMITTER:	Richard J. Holzer, Jr.		

CH \$40.00 1529536

Signature:

/Richard J. Holzer, Jr./

Date:

03/23/2007

Total Attachments: 7

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TRADEMARK TRANSFER AND LICENSE AGREEMENT

This Trademark Transfer and License Agreement (this "Agreement") is made and entered into and is effective as of March 22, 2007 (the "Effective Date"), and is by and among IntelliPath Corporation, a Delaware corporation ("Buyer"), McDATA Services Corporation, a Minnesota corporation ("MSC"), Inrange Development Corporation, a Delaware corporation ("Inrange Development"), and Inrange Technologies Corporation, a Delaware corporation ("Inrange", and collectively with MSC and Inrange Development, "Seller"). Buyer and Seller are referred to collectively herein as the "Parties."

WHEREAS, Seller is the owner of the marks and registrations thereof listed on Exhibits A and B;

WHEREAS, Buyer desires to obtain an assignment of all of Seller's right, title and interest in the trademarks and registrations listed in Exhibit A ("Assigned Trademarks") as of the Closing Date pursuant to that certain Bill of Sale, Assignment and Assumption and Asset Transfer Agreement dated of even date herewith by and among Buyer, MSC and Inrange (the "Asset Transfer Agreement");

WHEREAS, Seller is willing to assign all of its right, title, and interest in the Assigned Trademarks as of the Closing Date to Buyer and further desires to retain a non-exclusive license to the Assigned Trademarks to remain free and clear of any potential infringement of the Assigned Trademarks;

WHEREAS, Buyer desires to obtain a limited license to the trademarks and registrations listed in Exhibit B ("Licensed Trademarks") pursuant to the Asset Transfer Agreement;

WHEREAS, Seller is willing to grant a limited license to Buyer to use the Licensed Trademarks in connection with the distribution and sale of the Licensed Products (as hereinafter defined); and

WHEREAS, this Agreement is entered into in connection with the Asset Transfer Agreement.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto expressly agree as follows:

1.0 DEFINITIONS.

The following terms shall have the respective meanings established for such terms in the following paragraphs of this section. Capitalized terms used but not otherwise defined herein shall have the meaning assigned to such terms in the Asset Transfer Agreement. The section headings are for convenience only and are not otherwise a part of the context of this Agreement.

The term "Licensed Products" means only the inventory included in the Acquired Assets transferred to Buyer on the Closing Date pursuant to the terms of the Asset Transfer Agreement.

2.0 ASSIGNMENT.

Subject to the provisions of this Agreement and the Asset Transfer Agreement, Seller assigns to Buyer all of Seller's right, title and interest in the Assigned Trademarks as of the Closing Date, together with the goodwill of the business connected with the use of and symbolized by the Assigned Trademarks.

2.1 LICENSE BACK.

Subject to the provisions of this Agreement and the Asset Transfer Agreement, Buyer grants to Seller and its Affiliates a nonexclusive, worldwide, royalty-free, and sublicensable license to use the Assigned Trademarks. The goodwill of the business connected with Seller's use of the Assigned Trademarks shall remain property of Buyer.

3.0 LICENSE.

Subject to the provisions of this Agreement and the Asset Transfer Agreement, Seller grants to Buyer and its Affiliates a limited, worldwide, royalty-free, nontransferable license, with no rights to sublicense, to use the Licensed Trademarks solely in connection with the distribution and sale of the Licensed Products through multiple tiers of distribution, such license to also include any additional logos, trademarks or similar artwork in which Seller has rights that are not included in the Licensed Trademarks but which are embedded in the electronic files for existing components and printed circuit boards used in connection with the manufacture, maintenance and repair of the Matrix Products, such additional logos, trademarks or similar artwork to be used solely in connection with the manufacture, maintenance and repair of such components and printed circuit boards after the Closing Date and to not be continuously visible on the exterior of the Matrix Products, product documentation, or product promotional materials during normal operation and use. The goodwill of the business connected with Buyer's use of the Licensed Trademarks shall remain property of Seller.

Buyer shall at no time adopt or use, without Seller's prior written consent, any variation of the Licensed Trademarks or any word or mark likely to be similar to or confusingly similar with the Licensed Trademarks.

3.1 LICENSING TERM.

The licensing provisions relating to the Licensed Trademarks in this Agreement shall continue in force only for use with Licensed Products. Upon exhaustion of such Licensed Products, the license to the Licensed Trademarks granted herein will expire and terminate; Buyer shall immediately discontinue all use of the Licensed Trademarks and any term confusingly similar thereto and destroy any materials bearing any of the Licensed Trademarks.

3.2 QUALITY STANDARDS.

Buyer agrees that the nature and quality of all Licensed Products distributed or sold by Buyer under the Licensed Trademarks and other related uses of the Licensed Trademarks by Buyer shall conform to standards set by, and be under the control of, Seller. Any such other related uses or any different usage shall require the prior written consent of Seller, which consent shall not be unreasonably withheld.

Buyer agrees to cooperate with Seller in facilitating Seller's control of the nature and quality of Licensed Products, to permit reasonable, periodic inspection of Buyer's operations, at reasonable

times and with reasonable notice, and to supply Seller with specimens of all uses of the Licensed Trademarks upon request. Buyer shall comply with all applicable laws and regulations and obtain all appropriate governmental approvals pertaining to the distribution and sale of Licensed Products hereunder. Buyer shall duly include the Licensed Trademarks on all goods licensed to be sold under the Licensed Trademarks and shall include all notices and legends with respect to the Licensed Trademarks as may be required by applicable federal, state, or local trademark laws within the territory or which may be reasonably requested by Seller.

Buyer acknowledges the ownership of the Licensed Trademarks by Seller, agrees that it will do nothing inconsistent with such ownership, and that all use of the Licensed Trademarks by Buyer and all good will developed therefrom shall inure to the benefit of and be on behalf of Seller. Buyer agrees that nothing in this Agreement shall give Buyer any right, title, or interest in the Licensed Trademarks other than the limited right to use the Licensed Trademarks in accordance with this Agreement, and Buyer agrees that it will not attack the title of Seller to the Licensed Trademarks or attack the validity of this Agreement.

4.0 INDEMNIFICATION.

Buyer, at its expense, shall comply with Section 5(b) of the Asset Transfer Agreement, cooperate with Seller in any defense and indemnify and save and hold Seller harmless from and against any and all liabilities, claims, causes of action, suits, damages, including without limitation, suits of third parties, and expenses, including reasonable attorneys' fees and expenses, for which Seller becomes liable, or may incur or be compelled to pay by reason of Buyer's activities under or in breach of the terms of this Agreement.

4.1 INFRINGEMENT CLAIMS.

Buyer will not assert any trademark or other infringement claims against Seller based upon the Assigned Trademarks or the Licensed Trademarks.

5.0 DISCLAIMER OF WARRANTIES.

EXCEPT AS SET FORTH IN THE ASSET TRANSFER AGREEMENT, THE ASSIGNED TRADEMARKS, THE LICENSED TRADEMARKS AND THE LICENSED PRODUCTS, AND ANY OTHER TECHNOLOGY OTHERWISE AFFECTED BY OR RELATED TO THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, COMPLETENESS, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMMERCIAL UTILITY OR NON-INFRINGEMENT.

6.0 LIMITATION OF LIABILITY.

EXCEPT AS SET FORTH IN THE ASSET TRANSFER AGREEMENT, SELLER WILL NOT BE LIABLE TO BUYER, ITS AFFILIATES, SUBLICENSEES, SUCCESSORS OR ASSIGNS, OR ANY THIRD PARTY WITH RESPECT TO ANY CLAIM ARISING FROM BUYER'S USE OF THE ASSIGNED TRADEMARKS, THE LICENSED TRADEMARKS, OR ANY OTHER TECHNOLOGY LICENSED UNDER OR OTHERWISE AFFECTED BY OR RELATED TO THIS AGREEMENT; OR ARISING FROM THE DEVELOPMENT, TESTING, MANUFACTURE, USE OR SALE OF PRODUCTS; OR FOR LOST PROFITS, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL OR CONSEQUENTIAL

DAMAGES OF ANY KIND.

7.0 RELATIONSHIP OF THE PARTIES.

The relationship of Buyer to Seller is that of an independent contractor and neither Buyer nor its agents or employees shall be considered employees or agents of Seller. This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture or grant of a franchise between Seller and Buyer. Buyer shall not have the right to bind Seller to any obligations to third parties.

8.0 ASSIGNMENT.

This Agreement may be assigned by Seller but shall not be assignable or transferable by Buyer without the prior written consent of Seller (which consent shall not be unreasonably withheld), and any attempted assignment by Buyer without such prior written consent shall be void and shall constitute a breach of the obligations of Buyer hereunder; provided, however, that Seller may withhold its consent in its sole discretion for any such assignment or transfer to Cisco Systems, Inc. or its Affiliates prior to the Anniversary Date.

9.0 APPLICABLE LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of choice of or conflicts of laws.

10.0 MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER.

This Agreement and the Asset Transfer Agreement constitute the entire agreement among the Parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral.

No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties unless made in writing and duly signed by all of the Parties. A waiver by any Party of any of the terms or conditions of this Agreement in any one instance shall not be deemed a waiver of such terms or conditions in the future.

11.0 COUNTERPARTS.

This Agreement may be executed in counterparts, all of which shall be considered one and the same agreement, and shall become effective when all such counterparts have been signed by each of the Parties and delivered to the other Parties. Any signature delivered by facsimile shall be binding to the same extent as an original signature page with regard to this Agreement or any amendments thereof.

12.0 SEVERABILITY.

If any provision of this Agreement or the application of any such provision to any Party or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the Effective Date.

BROCADE LEGAL

By: [Signature]
Date: 3/22/07

SELLER:

McDATA SERVICES CORPORATION

[Signature]
By: Richard Deranleau
Title: Chief Financial Officer

INRANGE TECHNOLOGIES CORPORATION

[Signature]
By: Tyler Wall
Title: Vice President

INRANGE DEVELOPMENT CORPORATION

[Signature]
By: Richard Deranleau
Title: Chief Financial Officer

BUYER:

INTELLIPATH CORPORATION

[Signature]
By: Peter Dignerty
Title: CEO

Exhibit A – Assigned Trademarks

MATRIX (design)

MEGA-MATRIX

UCS 29XX, USC 28XX and USC 27XX

HSSP (means High Speed Switching Platform)

TSS Element Manager

TSC

RTM (Remote Test Manager)

VARISWITCH (U.S. Registration No: 1,529,536)

VC 1000

AUTONEX

PVSN (use subject to limitation on use of PVSN contained in the Asset Transfer Agreement)

Exhibit B – Licensed Trademarks

Licensed Trademark: INRANGE

U.S. Registration Nos.: 2,416,248
2,460,023
2,460,041
2,496,599
2,567,745
2,567,746