

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
Teradyne, Inc.		08/01/2007	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Tollgrade Communications, Inc.		
Street Address:	493 Nixon Road		
City:	Cheswick		
State/Country:	PENNSYLVANIA		
Postal Code:	15024		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2752742	CELERITY	
CORRESPONDENCE DATA			
Fax Number:	(412)471-4094		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	412-471-8815		
Email:	webblaw@webblaw.com		
Correspondent Name:	Richard L. Byrne		
Address Line 1:	700 Koppers Building, 436 Seventh Avenue		
Address Line 2:	The Webb Law Firm		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	1974-081096		
NAME OF SUBMITTER:	Richard L. Byrne		
Signature:	/rlb/		

OP \$40.00 2752742

900102806

TRADEMARK
REEL: 003748 FRAME: 0361

Date:

03/28/2008

Total Attachments: 4

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TRADEMARK ASSIGNMENT

August 1, 2007

WHEREAS, Teradyne, Inc., a Massachusetts corporation having a place of business at 700 Riverpark Drive, North Reading, Massachusetts 01864 (hereinafter referred to as "Assignor"), and Tollgrade Communications, Inc., a Pennsylvania corporation having a place of business at 493 Nixon Road, Cheswick, PA 15024 (hereinafter referred to as "Assignee"), have entered into a certain Asset Purchase Agreement dated May 31, 2007 (the "Asset Purchase Agreement") pursuant to the terms of which Assignor agreed, and does hereby agree, effective as of August 1, 2007, to assign all right, title and interest of Assignor in and to certain common law and registered trademarks and service marks, and applications therefor, used exclusively in the Business (as such term is defined in the Asset Purchase Agreement) and listed on Schedule A attached hereto and made a part hereof (hereinafter referred to as the "Marks"); and

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to the Marks;

NOW, THEREFORE, in consideration of the foregoing, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor hereby sells, assigns, transfers and sets over to Assignee, its successors, legal representatives and assigns, the right, title, and interest of Assignor in and to said Marks together with the goodwill of the business in connection with which the aforesaid Marks have been used, and all claims, if any, which may have arisen thereunder prior to the date of this instrument;

Assignor agrees to: (i) execute upon request any other lawful documents reasonably necessary to accomplish the assignments of such rights in United States and in all other countries to Assignee, its successors and assigns; and (ii) to perform, at Assignee's expense, any lawful act, such as providing testimony at a proceeding related to the Marks;

Assignor makes no representation or warranty to Assignee herein. Any and all representations and warranties made by Assignor to Assignee, including any rights and limitations of the parties with respect thereto, are contained in the Asset Purchase Agreement.

[*The remainder of this page s intentionally left blank.*]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of this 30 day of July, 2007.

On this 30 day of July 2007, before me, the undersigned notary public, personally appeared the adjacently-listed individual, known to me or proved to me through satisfactory evidence of identification, which consisted of personally known to me to be the person whose name is signed on the attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Assignor:

TERADYNE, INC.

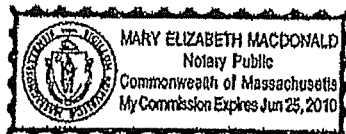
By: [Signature]

Name: Gregory R. Beecher

Title: VP, CFO and Treasurer

NOTARY PUBLIC Mary Elizabeth Macdonald
My Commission Expires: June 25, 2010

[Notary's Seal Here]



Signed and agreed to by Assignee this ___ day of ___, 2007.

On this ___ day of ___, 2007, before me, the undersigned notary public, personally appeared the adjacently-listed individual, known to me or proved to me through satisfactory evidence of identification, which consisted of ___ to be the person whose name is signed on the attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Assignee:

TOLLGRADE
COMMUNICATIONS, INC.

By: _____

Name: _____

Title: _____

NOTARY PUBLIC
My Commission Expires: _____

[Notary's Seal Here]

[Signature Page to Trademark Assignment]

TRADEMARK

REEL: 003748 FRAME: 0364

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officer as of this 1 day of Aug, 2007.

On this ____ day of ____, 2007, before me, the undersigned notary public, personally appeared the adjacently-listed individual, known to me or proved to me through satisfactory evidence of identification, which consisted of _____, to be the person whose name is signed on the attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC
My Commission Expires:

Assignor:

TERADYNE, INC.

By: _____

Name: _____

Title: _____

[Notary's Seal Here]

Signed and agreed to by Assignee this 18 day of August, 2007.

On this 1 day of 8, 2007, before me, the undersigned notary public, personally appeared the adjacently-listed individual, known to me or proved to me through satisfactory evidence of identification, which consisted of VA LICENSE NOT, to be the person whose name is signed on the attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

NOTARY PUBLIC
My Commission Expires: 4-21-2010

Assignee:

TOLLGRADE
COMMUNICATIONS, INC.

By: Sara M. Antol

Name: Sara M. Antol

Title: General Counsel & Secretary

[Notary's Seal Here]

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Josephine DeMeo, Notary Public
Harmar Twp., Allegheny County
My Commission Expires Apr. 21, 2010
Member, Pennsylvania Association of Notaries

[Signature Page to Trademark Assignment]

TRADEMARK

REEL: 003748 FRAME: 0365

SCHEDULE A

Case	Trademark Name	Country	Status	Appn. No.	Filed	Reg. No.	Reg. Date	Class
T111	4TEL	EU	Registered	1066059	5-Feb -1999	1066059	20-Mar-2000	9
	4TEL	EU	Registered	4034815	20-Sept-2004	4034815	10-Nov-2005	9
T111	4-TEL	FR	Registered	1633445 R1	17-Dec-1990	1633445		9
T109A	4TEL (stylized)	US	Registered	76/592111	13-May-2004	3,043,569	16-Jan-2006	9
T109	4-TEL (stylized)	US	Expired	73/270,458	17-July-1980	1,212,212	12-Oct-1982	9
T101A	CELERITY	US	Registered	76/467731	18-Nov-2002	2,752,742	19-Aug-2003	9
T101A	CELERITY	EU	Registered	4034823	18-Nov-2002	4034823	10-Nov-2005	9
T999	NETFLARE	US	Registered	78/401696	14-Apr-2004	3,156,095	17-Oct-2006	9

TRADEMARK

RECORDED: 03/28/2008

REEL: 003748 FRAME: 0366