

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
Seren Innovations, Inc.		05/24/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	WaveDivision Holdings, LLC		
Street Address:	401 Kirkland Park Place		
Internal Address:	Suite 500		
City:	Kirkland		
State/Country:	WASHINGTON		
Postal Code:	98033		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2350598	SEREN INNOVATIONS	
Registration Number:	2358610	ASTOUND	
Registration Number:	2684600	ASTOUND BROADBAND A SUBSIDIARY OF XCELENERGY	
CORRESPONDENCE DATA			
Fax Number:	(206)587-2308		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	mburke@cairncross.com		
Correspondent Name:	Maureen Burke		
Address Line 1:	524 Second Avenue		
Address Line 2:	Suite 500		
Address Line 4:	Seattle, WASHINGTON 98104		
ATTORNEY DOCKET NUMBER:	1118-002		
NAME OF SUBMITTER:	Maureen Burke		

OP \$90.00 2350598

Signature:	/maureendburke/
Date:	04/08/2008
Total Attachments: 10 source=Assignment of Ownership Evidence (00667444)#page1.tif source=Assignment of Ownership Evidence (00667444)#page2.tif source=Assignment of Ownership Evidence (00667444)#page3.tif source=Assignment of Ownership Evidence (00667444)#page4.tif source=Assignment of Ownership Evidence (00667444)#page5.tif source=Assignment of Ownership Evidence (00667444)#page6.tif source=Assignment of Ownership Evidence (00667444)#page7.tif source=Assignment of Ownership Evidence (00667444)#page8.tif source=Assignment of Ownership Evidence (00667444)#page9.tif source=Assignment of Ownership Evidence (00667444)#page10.tif	

EXECUTION COPY

ASSET PURCHASE AGREEMENT

between

SEREN INNOVATIONS, INC.,

as "Seller,"

and

WaveDivision Holdings, LLC

as "Buyer"

May 24, 2005

REDACTED

“Proprietary Asset” means any patent, patent application, trademark (whether registered or unregistered and whether or not relating to a published work), trademark application, trade name, fictitious business name, service mark (whether registered or unregistered), service mark application, copyright (whether registered or unregistered), copyright application, maskwork, maskwork application, trade secret, technology, know how, computer software, invention, design, blueprint, engineering drawing, URL, domain name, or other intellectual property right owned by Seller and used in the operation of the System.

“Purchased Assets” (a) means all of the assets, properties, privileges, rights, interests and claims, tangible and intangible, real and personal, that are used exclusively in connection with, or otherwise relate exclusively to, the operation of the System, and those assets, properties, privileges, rights, interests and claims that are not used exclusively in connection with, and do not otherwise relate exclusively to, the operation of the System but are nevertheless identified in clause (b) of this definition of Purchased Assets, as the same shall exist in each case on the Closing Date, and (b) without limiting the generality of clause (a) of this definition of Purchased Assets, shall include, but shall not be limited to, the following:

REDACTED

- (iii) all of the Intangibles;

REDACTED

REDACTED

"Transferred Proprietary Assets" has the meaning given in Section 6.8.

REDACTED

ARTICLE 2

SALE OF PURCHASED ASSETS; ASSUMPTION OF ASSUMED LIABILITIES

2.1 Sale of Purchased Assets. On the terms and subject to the conditions contained in this Agreement, at the Closing, Seller will sell, assign, transfer, convey and deliver to Buyer, and Buyer will purchase and acquire from Seller, all of Seller's rights, title or other interests in and to the Purchased Assets, free and clear of all Encumbrances other than Permitted Encumbrances. All of Seller's rights and interests in and to the Purchased Assets are intended to be transferred to Buyer, whether or not such assets are described in the Schedules.

REDACTED

6.8 Proprietary Assets.

(a) All of the Proprietary Assets shall be included in the Purchased Assets and shall be deemed "Transferred Proprietary Assets," unless:

REDACTED

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered as of the date first written above; provided, however, that this Agreement shall not become effective, and shall not be enforceable against either of the Parties, unless and until approved by the board of directors of Xcel Energy Inc. (the "Xcel Board Approval") on or before May 26, 2005. If the Xcel Board Approval is given on or before May 26, 2005, this Agreement shall thereupon be deemed effective as of the date first written above. If the Xcel Board Approval is not given on or before May 26, 2005, this Agreement shall be deemed null and void ab inito.

SELLER:

BUYER:

SEREN INNOVATIONS, INC

WAVEDIVISION HOLDINGS, LLC

By: _____

Name: RICHARD C. KELLY
Title: CHAIRMAN

By: _____

Name:
Title:

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered as of the date first written above; provided, however, that this Agreement shall not become effective, and shall not be enforceable against either of the Parties, unless and until approved by the board of directors of Xcel Energy Inc. (the "Xcel Board Approval") on or before May 26, 2005. If the Xcel Board Approval is given on or before May 26, 2005, this Agreement shall thereupon be deemed effective as of the date first written above. If the Xcel Board Approval is not given on or before May 26, 2005, this Agreement shall be deemed null and void ab inito.

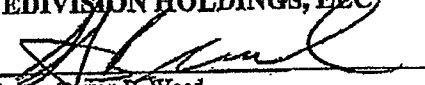
SELLER:

SEREN INNOVATIONS, INC.

By: _____
Name:
Title:

BUYER:

WAVEDIVISION HOLDINGS, LLC

By: 
Name: Steven B. Weed
Title: Chief Executive Officer

Schedule 4.16(b)

Intellectual Property

Trademarks - United States:

	Trademark	Registration No.	Registration Date	Status
1	Seren Innovations*	2,350,598	May 16, 2000	Registered
2	Innovative Communications For Innovative Businesses!*	2,514,542	December 4, 2001	Registered
3	Astound*	2,358,610	June 13, 2000	Registered
4	Astound Broadband A Subsidiary of Xcel Energy*	2,684,600	February 4, 2003	Registered
5	Astound Now and Design*	2,684,436	February 4, 2003	Registered
6	Astound and Design*	2,428,402	February 13, 2001	Registered

REDACTED

Int. Cl.: 38

Prior U.S. Cls.: 100, 101, and 104

Reg. No. 2,350,598

United States Patent and Trademark Office

Registered May 16, 2000

**SERVICE MARK
PRINCIPAL REGISTER**

SEREN INNOVATIONS

SEREN INNOVATIONS, INC. (MINNESOTA
CORPORATION)
LUMBER EXCHANGE BUILDING
SUITE 880, 10 SOUTH FIFTH STREET
MINNEAPOLIS, MN 55402

FOR: TELECOMMUNICATION SERVICES,
NAMELY, PROVIDING AND OPERATING A
FIBER OPTIC NETWORK TO PROVIDE
VOICE, DATA, VIDEO, TELECOMMUNICA-
TION, TWO-WAY COMMUNICATION AND

INTERACTIVE INFORMATION; THE TRANS-
MISSION OF VOICE, VIDEO AND DATA BY
ELECTRONIC MEANS AND FIBER OPTIC
NETWORKS, IN CLASS 38 (U.S. CLS. 100, 101
AND 104).

FIRST USE 9-15-1999; IN COMMERCE
9-15-1999.

SN 75-394,210, FILED 11-21-1997.

CHRISTINE BAKER, EXAMINING ATTORNEY

TRADEMARK

REEL: 003755 FRAME: 0399

Int. Cl.: 38

Prior U.S. Cls.: 100, 101, and 104

Reg. No. 2,358,610

United States Patent and Trademark Office

Registered June 13, 2000

**SERVICE MARK
PRINCIPAL REGISTER**

ASTOUND

SEREN INNOVATIONS, INC. (MINNESOTA CORPORATION)
15 SOUTH FIFTH STREET
SUITE 500
MINNEAPOLIS, MN 55402

FOR: TELECOMMUNICATION SERVICES, NAME-
LY, PROVIDING AND OPERATING A FIBER OPTIC
NETWORK TO PROVIDE VOICE, DATA, VIDEO,
TWO-WAY COMMUNICATION AND INTERACTIVE

INFORMATION; THE TRANSMISSION OF VOICE,
VIDEO AND DATA BY ELECTRONIC MEANS AND
FIBER OPTIC NETWORKS, IN CLASS 38 (U.S. CLS.
100, 101 AND 104).

FIRST USE 12-10-1998; IN COMMERCE
2-10-1999.

SN 75-553,400, FILED 9-15-1998.

CAROLINE WOOD, EXAMINING ATTORNEY

Int. Cl.: 38

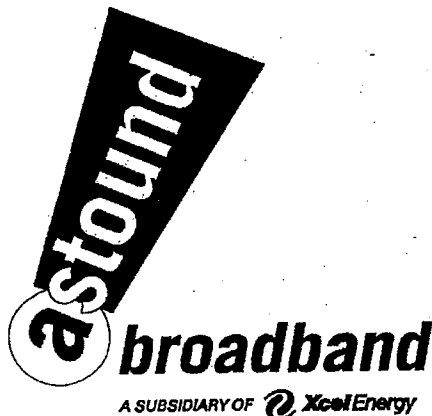
Prior U.S. Cls.: 100, 101, and 104

United States Patent and Trademark Office

Reg. No. 2,684,600

Registered Feb. 4, 2003

SERVICE MARK
PRINCIPAL REGISTER



SEREN INNOVATIONS, INC. (MINNESOTA CORPORATION)
15 SOUTH FIFTH STREET
SUITE 500
MINNEAPOLIS, MN 55402

FIRST USE 9-27-2001; IN COMMERCE 9-27-2001.

OWNER OF U.S. REG. NOS. 2,358,610 AND 2,428,402.

FOR: TELECOMMUNICATION SERVICES, NAMELY, PROVIDING AND OPERATING A FIBER OPTIC NETWORK TO PROVIDE VOICE, DATA, VIDEO, TWO-WAY COMMUNICATION AND INTERACTIVE INFORMATION; THE TRANSMISSION OF VOICE, VIDEO AND DATA BY ELECTRONIC MEANS AND FIBER OPTIC NETWORKS, IN CLASS 38 (U.S. CLS. 100, 101 AND 104).

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "BROADBAND", APART FROM THE MARK AS SHOWN.

SN 76-297,643, FILED 8-1-2001.

CHRIS WELLS, EXAMINING ATTORNEY