

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
Tekelec-Airtronic, S.A.		12/31/2003	CORPORATION: FRANCE
RECEIVING PARTY DATA			
Name:	Tekelec		
Street Address:	5200 Paramount Parkway		
City:	Morrisville		
State/Country:	NORTH CAROLINA		
Postal Code:	27560		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2612098	TEKELEC	
CORRESPONDENCE DATA			
Fax Number:	(202)339-6052		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-625-32649		
Email:	valerie.purdy@kattenlaw.com		
Correspondent Name:	Valerie A. Purdy, Trademark Paralegal		
Address Line 1:	2900 K Street, N.W.		
Address Line 2:	Suite 200		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5118		
ATTORNEY DOCKET NUMBER:	338382.00018 TEKELEC		
NAME OF SUBMITTER:	Valerie A. Purdy, Trademark Paralegal		
Signature:	/valerie a. purdy/		
Date:	01/15/2009		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment"), dated as of December 31, 2003, is hereby entered into by and between TEKELEC-AIRTRONIC, S.A., a company organized under the laws of the country of France and having a principal place of business at rue Carle Vernet, 92315 Sèvres Cedex, France ("Assignor"), and TEKELEC, a California corporation having a principal place of business located at 26540 W. Agoura Road, Calabasas, California 91302 ("Assignee").

RECITALS

WHEREAS, Assignor orally licensed the use of the trademarks TEKELEC and TEKELEC TA for use on or in connection with the manufacturing and distributing of electronics equipment including, but not limited to, telecommunications and data communications testing equipment to Assignee at least as early as July, 1972; and

WHEREAS, in May, 1986, Assignor and Assignee entered into a License Agreement Nunc Pro Tunc (the "1986 License Agreement"), pursuant to which the parties documented the above-referenced oral license; and

WHEREAS, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in, to and under the trademarks set forth on Schedule A attached hereto, all trademarks and service marks used by and/or owned by Assignor that include the word TEKELEC, and any and all trademark rights Assignor acquired through or in connection with the 1986 License Agreement (collectively, the "Marks"), together with all applications, registrations and common law rights therein.

NOW THEREFORE, in consideration of the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

TERMS AND CONDITIONS

1. **Assignment.** Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under the Marks, all applications and registrations therefor, all common law rights therein, together with any and all of the goodwill of the business symbolized by and associated with the Marks, and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement, misappropriation or dilution of any of the Marks.

2. **Further Confirmation.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion, deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks.

3. **Representations and Warranties.** Assignor represents and warrants that: (i) Schedule A contains a complete and accurate list of all trademark registrations and applications for registrations owned by Assignor that include the word "Tekelec"; (ii) it owns all right, title and interest in and to the Marks; (iii) the Marks and all registrations for the Marks are valid, subsisting and enforceable and that it has taken all reasonable steps necessary to maintain, protect and defend the Marks; (iv) there has been no claim made or threatened by or against Assignor asserting the invalidity, misuse or unenforceability of the Marks and any registrations thereof; and (vi) it is not aware of any litigation or administrative proceedings involving the Marks.

4. **Termination of the 1986 License Agreement.** Assignor and Assignee hereby terminate the 1986 License Agreement.

WHEREFORE, the parties have caused this Assignment to be duly executed below, on the date indicated below.

TEKELEC-AIRTRONIC, S.A.

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

Registered Marks

<i>Mark</i>	<i>Nation / Region</i>	<i>Status</i>	<i>App. No.</i>	<i>App. Date</i>	<i>Regis. No.</i>	<i>Regis. Date</i>
TEKELEC	US	Registered	76/217,874	3/1/2001	2,612,098	8/27/2002
TEKELEC	Brazil	Registered	816,807,566	7/21/1992	816,807,566	3/8/2000
TEKELEC TK	Europe	Registered			475,902	11/22/1992
TK	Europe	Registered			475,903	11/22/1992
TEKELEC TA COMPONENTS	Intern'l.	Registered			507,478	11/21/1986
TEKELEC TA COMPOSANTS	Intern'l.	Registered			507,479	11/21/1986
TEKELEC TA INSTRUMENTS	Intern'l.	Registered			507,480	11/21/1986
TA TEKELEC AIRTRONIC	Intern'l.	Registered			500,919	1/29/1986
TEKELEC AIRTRONIC	Intern'l.	Registered			500,921	1/29/1986
TEKELEC TA	Intern'l.	Registered			500,920	1/29/1986
TEKELEC TK	Intern'l.	Expired			475,902	11/22/1982
TEKELEC AIRTRONIC	France	Registered	INPI762769	10/11/1985	1326534	
TEKELEC TA	France	Registered	NIFI762559	10/10/1985	1326375	
TEK-ELEC	Switzerland	Registered	196700104	1/10/1967	120543	7/28/1967
TEK-ELEC	Denmark	Registered	1966 4756 VA	12/19/1966	1968 3480 VR	12/27/1968

Unregistered Marks

TEKELEC TA
 TA
 TEKELEC AIRTRONIC
 TEKELEC TA COMPONENTS
 TEKELEC TA INSTRUMENTS
 TEKELEC SYSTEMES
 MARTEC TEKELEC SERVICES
 TEKELEC SOURCING
 MARTEC TEKELEC SYSTEMES

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