

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/27/2001		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elastic Networks, Inc.		12/27/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Paradyne Networks, Inc.		
Street Address:	8545 126th Avenue North		
City:	Largo		
State/Country:	FLORIDA		
Postal Code:	33773		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2856212	BITSTORM	
CORRESPONDENCE DATA			
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Date:

06/22/2010

Total Attachments: 5

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EXHIBIT 2

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

PARADYNE NETWORKS, INC.,

PHOENIX MERGER SUB, INC.,

AND

ELASTIC NETWORKS INC.

DATED AS OF DECEMBER 27, 2001

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Exhibit -----	Description -----
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Exhibit 1(a)	Emerald Voting Agreements - Certain Officers and Directors.....
Exhibit 1(b)	Emerald Voting Agreements - Nortel Networks, Inc.....
Exhibit 1(c)	Warrant Termination Agreement.....
Exhibit 2(a)	Phoenix Voting Agreements - Certain Officers and Directors.....
Exhibit 2(b)	Phoenix Voting Agreements - Entities Affiliated with the Texas Pac
Exhibit 3	Amendment No. 1 to the Contribution Agreement.....
Exhibit 4	Amendment No. 1 to the Intellectual Property Transfer and License
Exhibit 5	Amendment No. 1 to the Patent Transfer and License Agreement.....
Exhibit 6	Modification of Letter Agreement.....
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AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of December 27, 2001 by and among PARADYNE NETWORKS, INC. ("Phoenix"), a Delaware corporation; PHOENIX MERGER SUB, INC. ("Sub"), a Delaware corporation; and ELASTIC NETWORKS INC. ("Emerald"), a Delaware corporation.

PREAMBLE

The respective Boards of Directors of Emerald, Sub and Phoenix are of the opinion that the transactions described herein are advisable and in the best interests of the parties to this Agreement and their respective stockholders. This Agreement provides for the acquisition of Emerald by Phoenix pursuant to the merger of Sub with and into Emerald. At the effective time of such merger, the outstanding shares of the capital stock of Emerald shall be converted into the right to receive shares of the common stock of Phoenix (except as provided herein). As a result, Emerald shall continue to conduct the business and operations of Emerald as a wholly owned Subsidiary of Phoenix. The transactions described in this Agreement are subject to the approvals of the stockholders of Emerald, the stockholders of Phoenix, expiration of the required waiting period under the HSR Act (if Phoenix elects to cause the Parties to make filings under the HSR Act), and the satisfaction of certain other conditions described in this Agreement. It is the intention of the parties to this Agreement that the Merger shall qualify for federal income tax purposes as a "reorganization" within the meaning of Section 368(a) of the Internal Revenue Code.

Concurrently with the execution and delivery of this Agreement, and as a condition and inducement to Phoenix's willingness to enter into this Agreement, (a) certain of the holders of the outstanding shares of Emerald Common Stock have executed and delivered to Phoenix an agreement in substantially the forms of Exhibit 1(a) and Exhibit 1(b) (collectively the

"Emerald Voting Agreements"), pursuant to which they have agreed, among other things, subject to the terms of such Emerald Voting Agreements, to vote the shares of Emerald Common Stock over which such Persons have voting power to adopt this Agreement and approve the Merger and, in the case of Nortel Networks, Inc., to terminate a certain stock purchase warrant for shares of Emerald Common Stock and (b) Pequot Private Equity Fund II, L.P. has executed and delivered to Phoenix, an agreement in substantially the form of Exhibit 1(c), pursuant to which it has agreed, among other things, to terminate a certain stock purchase warrant for shares of Emerald Common Stock.

Concurrently with the execution and delivery of this Agreement, and as a condition and inducement to Emerald's willingness to enter into this Agreement, certain of the holders of the outstanding shares of Phoenix Common Stock have executed and delivered to Emerald an agreement in substantially the forms of Exhibit 2(a) and Exhibit 2(b) (the "Phoenix Voting Agreement"), pursuant to which they have agreed, among other things, subject to the terms of such Phoenix Voting Agreements, to vote the shares of Phoenix Common Stock over which such Persons have voting power to approve the Phoenix Stockholder Proposals.

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Concurrently with the execution and delivery of this Agreement, and as a condition and inducement to Phoenix's willingness to enter into this Agreement, (a) Emerald and Nortel Networks, Inc. have executed and delivered an Amendment No. 1 to the Contribution Agreement in the form of Exhibit 3, (b) Emerald and Nortel Networks Corporation have executed and delivered an Amendment No. 1 to the Intellectual Property Transfer and License Agreement in the form of Exhibit 4, (c) Emerald and Nortel Networks, Inc. have executed and delivered an Amendment No. 1 to the Patent Transfer and License Agreement in the form of Exhibit 5, and (d) Emerald and Nortel Networks, Inc. have executed and delivered a Modification of Letter Agreement in the form attached as Exhibit 6.

Certain capitalized terms used in this Agreement are defined in Section 11.1 of this Agreement.

NOW, THEREFORE, in consideration of the above and the mutual warranties, representations, covenants, and agreements set forth herein, the parties agree as follows:

ARTICLE 1 TRANSACTIONS AND TERMS OF MERGER

1.1 MERGER.

Subject to the terms and conditions of this Agreement, at the Effective Time, Sub shall be merged with and into Emerald in accordance with the applicable provisions of the Delaware General Corporation Law ("DGCL") and with the effect provided therein (the "Merger"). Emerald shall be the Surviving Corporation resulting from the Merger and shall become a wholly owned Subsidiary of Phoenix and shall continue to be governed by the Laws of the State of Delaware. The Merger shall be consummated pursuant to the terms of this Agreement, which has been approved and adopted by the respective Boards of Directors of Emerald, Sub and Phoenix and by Phoenix, as the sole stockholder of Sub.

1.2 TIME AND PLACE OF CLOSING.

The closing of the transactions contemplated hereby (the "Closing")