

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | MERGER | | |
| EFFECTIVE DATE: | 07/07/2005 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Paradyne Networks, Inc. | | 07/07/2005 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Zhone Technologies, Inc. | | |
| Street Address: | 7001 Oakport Street | | |
| City: | Oakland | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94621 | | |
| 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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AGREEMENT AND PLAN OF MERGER

BY AND AMONG

ZHONE TECHNOLOGIES, INC.,

PARROT ACQUISITION CORP.

AND

PARADYNE NETWORKS, INC.

DATED AS OF JULY 7, 2005

NSD50162.6

**TRADEMARK
REEL: 004229 FRAME: 0946**

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Exhibits

- A Form of Company Voting Agreement
- B Form of Parent Voting Agreement
- C Form of Consulting Agreement
- D Form of Restrictive Covenant Agreement
- E-1 Form of Tax Certificate of the Company
- E-2 Form of Tax Certificate of Parent and Merger Sub

AGREEMENT AND PLAN OF MERGER, dated as of July 7, 2005 (this "Agreement"), by and among Zhone Technologies, Inc., a Delaware corporation ("Parent"), Parrot Acquisition Corp., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), and Paradyme Networks, Inc., a Delaware corporation (the "Company").

WHEREAS, the respective Boards of Directors of Parent, Merger Sub and the Company have approved and declared advisable the merger of Merger Sub with and into the Company (the "Merger") upon the terms and subject to the conditions of this Agreement and in accordance with the General Corporation Law of the State of Delaware (the "DGCL");

WHEREAS, the respective Boards of Directors of Parent and the Company have determined that the Merger is in furtherance of and consistent with their respective business strategies and is in the best interest of their respective stockholders, and Parent has approved this Agreement and the Merger as the sole stockholder of Merger Sub;

WHEREAS, for federal income tax purposes, Parent, Merger Sub and the Company intend that the Merger qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, certain stockholders of the Company have executed and delivered to Parent an irrevocable proxy and voting agreement (the "Company Voting Agreement"), in substantially the form attached hereto as Exhibit A (with such stockholders listed on Schedule A to the Company Voting Agreement), as an inducement to Parent to enter into this Agreement;

WHEREAS, certain stockholders of Parent have executed and delivered to the Company an irrevocable proxy and voting agreement (the "Parent Voting Agreement"), in substantially the form attached hereto as Exhibit B (with such stockholders listed on Schedule A to the Parent Voting Agreement), as an inducement to the Company to enter into this Agreement; and

WHEREAS, certain executives of the Company have executed and delivered to Parent a Consulting Agreement and Restrictive Covenant Agreement in substantially the forms attached hereto as Exhibits C and D, respectively, as a further inducement to Parent to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement and intending to be legally bound hereby, the parties hereto agree as follows:

Article I The Merger

Section 1.1 The Merger. Upon the terms and subject to satisfaction or waiver of the conditions set forth in this Agreement, and in accordance with the DGCL, Merger Sub, at the Effective Time, shall be merged with and into the Company. As a result of the Merger, the separate corporate existence of Merger Sub shall cease and the Company shall continue as the surviving corporation of the Merger (the "Surviving Corporation") and shall be a wholly owned subsidiary of Parent.