

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
Cedar Point Communications, Inc.		01/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Cedar Point Communications LLC		
Street Address:	16 Route 111		
Internal Address:	Building 3		
City:	Derry		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03038		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2772142	CEDAR POINT COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	(617)502-5002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	tadmin@choate.com		
Correspondent Name:	Elizabeth A. Walker		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2006101-0014		
NAME OF SUBMITTER:	Elizabeth A. Walker		
Signature:	/Elizabeth A. Walker/		
Date:	01/06/2011		

OP \$40.00 2772142

Total Attachments: 12

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PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement is entered into as of January 1, 2011 by and between Cedar Point Communications, Inc., a Delaware corporation (“Assignor”), and Cedar Point Communications LLC, a Delaware limited liability company (the “Assignee”).

Introduction

The Assignor and the Assignee have entered into an Assignment and Assumption Agreement (the “Contribution Agreement”), pursuant to which the Assignee shall acquire substantially all of the assets of the Assignor including, without limitation, the Patents (as defined below) and the Marks (as defined below).

The Assignor is the sole and exclusive owner of the entire right, title and interest in and to (a) all patents and patent applications, including, without limitation, those listed on Schedule A attached hereto (the “Patents”), and (b) all trademarks and trademark registrations, including, without limitation, those listed on Schedule B attached hereto (the “Marks”). Assignee wishes to acquire, and Assignor wishes to assign, Assignor’s entire right, title and interest in and to the Patents and Marks.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby sells, transfers, assigns and sets over to Assignee the entire right, title and interest of Assignor in and to the Patents and Marks, together with all registrations and applications therefor, in the United States and for all other foreign countries, including any divisions, reissues, renewals, substitutes, continuations, continuations-in-part, improvements and extensions thereof that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee’s own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with the right or priority under any international agreements to which the United States adheres and including (a) all goodwill associated with the Patents and Marks, (b) all income, royalties and rights to payment with respect to the Patents and Marks, and (c) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents and Marks with the right to sue for, and collect the same for Assignee’s own use and enjoyment. The Assignor makes no representations and warranties (either express or implied, including, without limitation, any representation or warranty of merchantability, fitness for a particular purpose, title or non-infringement of intellectual property rights) to the Assignee as to the Patents or Marks or any other matter.

Assignor requests the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all foreign countries to record Assignee as the assignee and owner of the Patents and Marks.


2. Further Assurances. Assignor shall provide to Assignee reasonable cooperation and assistance at Assignee's request, without charge but at Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for or any application for renewal of any of the Patents or in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Marks, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with any of the Patents or Marks, including, but not limited to, testifying as to any facts relating to the Patents or Marks assigned herein, (c) in obtaining any additional protection for the inventions disclosed in the Patents and any additional trademark protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all foreign countries and (d) for the implementation or perfection of the provisions of this Assignment.

3. Miscellaneous. This Assignment shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. This agreement shall not be construed as a waiver of, or to limit, terminate, modify or derogate from the representations, warranties, covenants and agreements set forth in the Contribution Agreement. This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof.


[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed effective as of the date first above written.

CEDAR POINT COMMUNICATIONS, INC.

By: 
Name: J.C. Murphy
Title: President and Chief Executive Officer

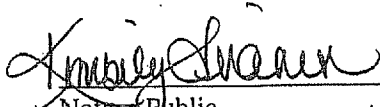
CEDAR POINT COMMUNICATIONS LLC

By: 
Name: J.C. Murphy
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO PATENT AND TRADEMARK ASSIGNMENT AGREEMENT]

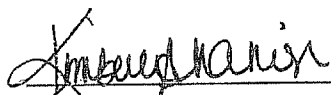
STATE OF New Hampshire
COUNTY OF Rockingham

On this 5 day of JAN, 2011 personally appeared the above-named J.C. Murphy, President and Chief Executive Officer of Cedar Point Communications, Inc., and acknowledged the foregoing instrument to be the free act and deed of Assignor, before me,


Notary Public
My Commission Expires 3/21/12

STATE OF New Hampshire
COUNTY OF Rockingham

On this 5 day of January, 2011 personally appeared the above-named J.C. Murphy, President and Chief Executive Officer of Cedar Point Communications LLC, and acknowledged the foregoing instrument to be the free act and deed of Assignee, before me,


Notary Public
My Commission Expires 3/21/12

[SIGNATURE PAGE TO PATENT AND TRADEMARK ASSIGNMENT AGREEMENT]

TRADEMARK
REEL: 004448 FRAME: 0065

SCHEDULE A

PATENTS

See attached "Cedar Point Communications, Inc. Patent Status Report."

Cedar Point Communications, Inc. Patent Status Report

Date: 11/17/2010

FILE NUMBER	MATTER TYPE	STATUS	APP NUMBER	APP DATE	PATENT NUMBER	ISSUE DATE	COUNTRY/JURISDICTION	TITLE	ASSIGNEE (REEL/FRAME NO IF U.S.) / CURRENT OWNER
CDPC-P01-001	Utility - ORG	Issued	9938228	23-Aug-01	6931211	16-Aug-05	United States of America	RECONFIGURABLE DATA COMMUNICATIONS SYSTEM WITH A REMOVABLE OPTICAL BACKPLANE CONNECTOR	Cedar Point Communications, Inc. 012521/0516 013834/0774
CDPC-P02-001	Utility - CON	Issued	11137995	25-May-05	7466924	16-Dec-08	United States of America	RECONFIGURABLE DATA COMMUNICATIONS SYSTEM WITH A REMOVABLE OPTICAL BACKPLANE CONNECTOR	Cedar Point Communications, Inc. 016604/0579
CDPC-PCA-001	Utility - NSPCT	Pending	2496530	14-Aug-02			Canada	A RECONFIGURABLE DATA COMMUNICATIONS SYSTEM WITH A REMOVABLE OPTICAL BACKPLANE CONNECTOR	Cedar Point Communications, Inc.
CDPC-PEP-001	Utility - NSPCT	Pending	27963818	14-Aug-02			European Patent Office	RECONFIGURABLE DATA COMMUNICATIONS SYSTEM WITH A REMOVABLE OPTICAL BACKPLANE CONNECTOR	Cedar Point Communications, Inc.

FILE NUMBER	MATTER TYPE	STATUS	APP NUMBER	APP DATE	PATENT NUMBER	ISSUE DATE	COUNTRY/JURISDICTION	TITLE	ASSIGNEE [REEL/FRAME NO IF U.S.] / CURRENT OWNER
CDPC-P01-003	Utility - ORG	Issued	10727118	2-Dec-03	7733783	8-Jun-10	United States of America	ETHERNET NETWORK AVAILABILITY	Cedar Point Communications, Inc. 015522/0621
CDPC-P01-004	Utility - ORG	Issued	9954731	18-Sep-01	7260741	21-Aug-07	United States of America	METHOD AND SYSTEM TO DETECT SOFTWARE FAULTS	Cedar Point Communications, Inc. 012614/0171
CDPC-PGB-005	Utility - EPPAT	Issued	37244332	5-May-03	1525725	5-Aug-09	United Kingdom	SWITCHING ARCHITECTURE WITH PACKET ENCAPSULATION	Cedar Point Communications, Inc.
CDPC-P01-005	Utility - ORG	Issued	10430200	5-May-03	7505456	17-Mar-09	United States of America	SWITCHING ARCHITECTURE WITH PACKET ENCAPSULATION	Cedar Point Communications 013947/0113
CDPC-P02-005	Utility - CON	Pending	12367253	6-Feb-09			United States of America	SWITCHING ARCHITECTURE WITH PACKET ENCAPSULATION	Cedar Point Communications 022236/0185
CDPC-PCA-005	Utility - INSPCT	Pending	2484751	5-May-03			Canada	SWITCHING ARCHITECTURE WITH PACKET ENCAPSULATION	Cedar Point Communications, Inc.

FILE NUMBER	MATTER TYPE	STATUS	APP NUMBER	APP DATE	PATENT NUMBER	ISSUE DATE	COUNTRY/JURISDICTION	TITLE	ASSIGNEE [REEL/FRAME NO IF U.S.] / CURRENT OWNER
CDPC-PDE-005	Utility - EPPAT	Issued	37244332	5-May-03	1525725	5-Aug-09	Germany	SWITCHING ARCHITECTURE WITH PACKET ENCAPSULATION	Cedar Point Communications, Inc.
CDPC-PEP-005	Utility - NSPCT	Issued	37244332	5-May-03	1525725	5-Aug-09	European Patent Office	SWITCHING ARCHITECTURE WITH PACKET ENCAPSULATION	Cedar Point Communications, Inc.
CDPC-PRR-005	Utility - EPPAT	Issued	37244332	5-May-03	1525725	5-Aug-09	France	SWITCHING ARCHITECTURE WITH PACKET ENCAPSULATION	Cedar Point Communications, Inc.
CDPC-PNL-005	Utility - EPPAT	Issued	37244332	5-May-03	1525725	5-Aug-09	Netherlands	SWITCHING ARCHITECTURE WITH PACKET ENCAPSULATION	Cedar Point Communications, Inc.
CDPC-P01-007	Utility - ORG	Issued	10428593	2-May-03	7035289	25-Apr-06	United States of America	COMMUNICATIONS SWITCHING ARCHITECTURE	Cedar Point Communications 013947/0092
CDPC-P02-007	Utility - CON	Issued	11410848	24-Apr-06	7450614	11-Nov-08	United States of America	COMMUNICATIONS SWITCHING ARCHITECTURE	Cedar Point Communications 017828/0095
CDPC-P04-007	Utility - CON	Pending	12477507	3-Jun-09			United States of America	COMMUNICATIONS SWITCHING ARCHITECTURE	Cedar Point Communications 023041/0987
CDPC-PCA-007	Utility - NSPCT	Pending	2484722	2-May-03			Canada	COMMUNICATIONS SWITCHING ARCHITECTURE	Cedar Point Communications, Inc.
CDPC-PDE-007	Utility - EPPAT	Issued	37476504	2-May-03	60333297.8-08	7-Jul-10	Germany	COMMUNICATIONS SWITCHING ARCHITECTURE	Cedar Point Communications, Inc.

FILE NUMBER	MATTER TYPE	STATUS	APP NUMBER	APP DATE	PATENT NUMBER	ISSUE DATE	COUNTRY/JURISDICTION	TITLE	ASSIGNEE (REEL/FRAME NO IF U.S.) / CURRENT OWNER
CDPC-PEP-007	Utility - NSPCT	Issued	37476504	2-May-03	1527570	7-Jul-10	European Patent Office	COMMUNICATIONS SWITCHING ARCHITECTURE	Cedar Point Communications, Inc.
CDPC-PES-007	Utility - EPPAT	Issued	37476504	2-May-03	1527570	7-Jul-10	Spain	COMMUNICATIONS SWITCHING ARCHITECTURE	Cedar Point Communications, Inc.
CDPC-PFR-007	Utility - EPPAT	Issued	37476504	2-May-03	1527570	7-Jul-10	France	COMMUNICATIONS SWITCHING ARCHITECTURE	Cedar Point Communications, Inc.
CDPC-PGB-007	Utility - EPPAT	Issued	37476504	2-May-03	1527570	7-Jul-10	United Kingdom	COMMUNICATIONS SWITCHING ARCHITECTURE	Cedar Point Communications, Inc.
CDPC-PNL-007	Utility - EPPAT	Issued	37476504	2-May-03	1527570	7-Jul-10	Netherlands	COMMUNICATIONS SWITCHING ARCHITECTURE	Cedar Point Communications, Inc.
CDPC-PPT-007	Utility - EPPAT	Issued	37476504	2-May-03	1527570	7-Jul-10	Portugal	COMMUNICATIONS SWITCHING ARCHITECTURE	Cedar Point Communications, Inc.
CDPC-PSE-007	Utility - EPPAT	Issued	37476504	2-May-03	1527570	7-Jul-10	Sweden	COMMUNICATIONS SWITCHING ARCHITECTURE	Cedar Point Communications, Inc.
CDPC-P01-010	Utility - ORG	Issued	10726000	1-Dec-03	7545801	9-Jun-09	United States of America	IN-BAND CONTROL MECHANISM FOR SWITCHING ARCHITECTURE	Cedar Point Communications 021917/0974 021917/0988 021917/0157
CDPC-P01-011	Utility - ORG	Issued	10727139	2-Dec-03	7587523	8-Sep-09	United States of America	DISTRIBUTED SYSTEMS FOR DETERMINING CARD STATUS	Cedar Point Communications 015655/0969

FILE NUMBER	MATTER TYPE	STATUS	APP NUMBER	APP DATE	PATENT NUMBER	ISSUE DATE	COUNTRY/JURISDICTION	TITLE	ASSIGNEE [REEL/FRAME NO. IF U.S.] / CURRENT OWNER
CDPC-024-101	Utility - ORG	Pending	12220844	28-Jul-08			United States of America	SWITCH HAVING NOTIFICATION SYSTEM	Cedar Point Communications 021562/0577
CDPC-024-CA1	Utility - NSPCT	Pending	2694702	28-Jul-08			Canada	NOTIFICATION SYSTEM	Cedar Point Communications, Inc.
CDPC-024-EP1	Utility - NSPCT	Pending	87948220	28-Jul-08			European Patent Office	NOTIFICATION SYSTEM	Cedar Point Communications, Inc.
CDPC-029-001	Prov - ORG	Pending	61319708	31-Mar-10			United States of America	SYSTEMS AND METHODS FOR FUSED SERVICES INCLUDING AN INTEGRATED MANAGEMENT SYSTEM	Assignment has not been filed. Inventor is Paul Miller, Jr.

FILE NUMBER	MATTER TYPE	STATUS	APP NUMBER	APP DATE	PATENT NUMBER	ISSUE DATE	COUNTRY/JURISDICTION	TITLE	ASSIGNEE [REEL/FRAME NO IF U.S.] / CURRENT OWNER

SCHEDULE B

MARKS

REGISTERED MARKS:

Trademark Description	Registration Number	Registrant/Applicant	Current Owner	Jurisdiction
Cedar Point Communications	2772142	Cedar Point Communications, Inc.	Cedar Point Communications, Inc.	United States

UNREGISTERED MARKS:

Mark	Current Owner
SafariView	Cedar Point Communications, Inc.
SafariFusion	Cedar Point Communications, Inc.
SafariFusion Application Platform	Cedar Point Communications, Inc.
SafariFusion Visual Communications Suite	Cedar Point Communications, Inc.
SafariFusion Residential Communications Application	Cedar Point Communications, Inc.
SafariFusion Routing and Registration Application	Cedar Point Communications, Inc.