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03-09-2000

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To the Commissioner of

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PO-81-1  
DPM

✓ Conveying Party:

BICC plc  
Devonshire House  
Mayfair Place  
London W1X 6ET  
Registered in England and Wales

01-18-2000

U.S. Patent & TMO/TM Mail Ropt Dt. #54

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to Asst. Commissioner of Patents and Trademarks, Washington, D.C. 20231 on 1-14-00  
Date of Deposit

✓ Receiving Party:

Corning Communications Ltd.  
Whiston Enterprise Park  
Fallows Way  
Whiston L35 1RZ  
Registered in England and Wales

Tammie Porter  
Name of applicant, assignee, or Registered Representative

[Signature]  
Signature

1-14-00  
Date of Signature

✓ Nature of Conveyance:

Assignment

**TRADEMARK REGISTRATION EFFECTED**

✓ 1215596

✓ Please address all correspondence relating to the recordal of this document to:

Paul R. Burke, Esq.  
Corning Incorporated  
SP-TI-3-1  
Corning, NY 14831  
Direct Dial (607) 974-3076

Corning Incorporated hereby authorizes the charge of \$40.00 to Account No. 03-3325. A duplicate copy of this letter is attached for charging purposes. Authorization is also given by Corning Incorporated to charge any additional fees which may be required, or to credit any overpayment, to our Deposit Account No. 03-3325.

✓ The Assignment document consists of eight (8) pages.

✓ To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Respectfully submitted,

✓ [Signature]

Paul R. Burke  
Corning Incorporated  
SP-TI-3-1  
Corning, New York 14831  
(607) 974-3076

Jan. 14, 2000  
Date

( 03/08/2000 DCDATES 00000106 033325 1215596  
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# Registered Trade Mark Assignment

*between*

**BICC plc**  
as Assignor

*and*

**Corning Communications Ltd**  
as Assignee

*relating to*

the assignment of the registered trade marks and applications for registered trade marks described in the schedule to this agreement

**SIMMONS & SIMMONS**

21 Wilson Street London EC2M 2TX  
Tel: 0171-628 2020 / 528 9292 Fax: 0171-628 2070 DX Box No 12

**TRADEMARK**  
**REEL: 002041 FRAME: 0156**

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**THIS AGREEMENT** is dated 30 April 1999 and made

**BETWEEN:**

- (1) **BICC plc** (the "**Assignor**"), registered in England and Wales as company number 00395826 and having its registered office at Devonshire House, Mayfair Place, London W1X 6ET; and
- (2) **Corning Communications Ltd** (the "**Assignee**"), registered in England and Wales as company number 3750292 and having its registered office at Whiston Enterprise Park, Fallows Way, Whiston L35 1RZ.

**THE PARTIES AGREE THAT:**

**1. Definitions**

1.1 In this Agreement, the following expression have the following meaning:

"Marks"	means the registered trade marks and applications for registered trade marks whose details appear in the schedule to this Agreement and including any goodwill or common law rights connected with or attached to the same, or any extensions or renewals of the same.
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**2. Assignment**

2.1 The Assignor assigns the Marks to the Assignee with full title guarantee and free from all encumbrances together with:

- (A) all rights to bring any proceedings and obtain any remedy in respect of any infringement of the Marks which may have occurred prior to the date of this Agreement;
- (B) all rights to claim priority from the Marks; and
- (C) all rights to seek like protection anywhere in the world for marks which are similar to the Marks.

2.2 The Assignor shall be bound by and conform with this assignment with respect to the Assignee and any successors to or assignees of the Assignee.

### 3. Consideration

- 3.1 In consideration for the assignment in clause 2.1, the Assignee pays to the Assignor £27 (twenty seven pounds), being £1 (one pound) for each of the Marks. Receipt of this sum is acknowledged by the Assignor.

### 4. Warranties

- 4.1 In this Agreement, references to the awareness of the Assignor shall mean any fact or circumstance which is known by any of the officers, employees, representatives, agents, consultants or professional advisers of the Assignor.
- 4.2 The Assignor warrants and represents to the Assignee that:
- (A) the Assignor is the sole registered proprietor and the sole legal and beneficial owner of the Marks;
  - (B) the rights under the Marks have not been prejudiced by any failure (within the deadlines of all applicable laws or regulations) to pay all costs, charges, taxes, and application and renewals fees and to fulfil all other obligations necessary for the registration or maintenance of the Marks;
  - (C) there is currently no deadline which arises within 4 months of the date of this Agreement in respect of any proceedings in any registry or Court for any of the Marks.

### 5. Further Assistance

- 5.1 The Assignor agrees to do promptly all such things as may be reasonably required by the Assignee to perfect or confirm the Assignee's ownership of the Marks or to ensure that the Assignee is registered as the registered proprietor of the Marks with the relevant trade marks registry.

### 6. Non-Compete

- 6.1 Within 30 days of this Agreement, the Assignor shall procure that its registered, business, trading and internet names are changed to remove any marks which are similar to the Marks.
- 6.2 The Assignor undertakes not to file in any part of the world any applications to register any marks which are similar to the Marks and not to acquire from any other person applications for or registrations of marks which are similar to the Marks.
- 6.3 If any part of this Agreement shall for any reason be declared invalid or

unenforceable, then such decision shall not affect the validity or enforceability of any remaining portion of this Agreement.

7. Law

7.1 This Agreement shall be governed by and construed in accordance with English law.

IN WITNESS WHEREOF the duly authorised representatives of the parties have signed this Agreement on the date marked at the beginning of this Agreement.

SCHEDULE 1

TRADEMARK	COUNTRY	REGISTRATION NUMBER	APPLICATION NUMBER
ACCENT	AU	723895	723895
ACCENT	CZ	205909	117987
ACCENT	EM	000432732	000432732
ACCENT	GB	2102855	2102855
ACCENT	HK	B702R/1998	15732/1996
ACCENT	ID		
ACCENT	MY		MA/15558/96
ACCENT	NZ	283492	283492
ACCENT	PH		116390
ACCENT	SG		S/14335/97
ACCENT	TH		324371
Airlite	AU		756994
FIBRAL	CA	TMA285753	473364
FIBRAL	DE	1009652	B65602/9wz
FIBRAL	GB	1188784	1188784
FIBRAL	GB	1131407	1131407
FIBRAL	US	1215596	327416
FIBRAL	ZA	80/8390	80/8390
FIBREDYNE	GB	1140025	1140025
FIBREDYNE	GB	1143854	1143854
HYPERDEN	GB	935094	935094
ISOFLAM	GB	1327283	1327283

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TITLE	COUNTRY	TRADEMARK NUMBER	APPLICATION NUMBER
LINAFLEX	GB	1144194	1144194
MINICILOR	AU		728763
PRISM	GB	1232594	1232594
SURVIVALITE	AU	750516	750516
TOXFREE	AU		728764

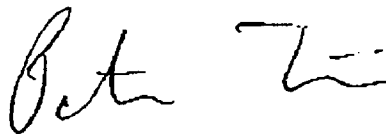
5.



Signed by

duly authorised  
for and on behalf of  
BICC PLC  
in the presence of:

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Signed by

duly authorised  
for and on behalf of  
CORNING COMMUNICATIONS LTD )  
in the presence of: )

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