

01-25-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

01/24/2001 DBYRNE 00000134 76052799

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01 FC:481
02 FC:482

40.00 OP
100.00 OP

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TRADEMARK
REEL: 002219 FRAME: 0368

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="76052799"/>	<input type="text" value="76052798"/>	<input type="text" value="75691860"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text" value="1662271"/>	<input type="text" value="1659527"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

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. Charges to deposit account are authorized, as indicated herein.

Joseph Agostino, Esq., Attorney f/ Receiving Party

January 8, 2000

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Madge Networks Limited

09 29 2000

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization England and Wales

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

DATED

29th September

2000

(1) MADGE NETWORKS NV

-and-

(2) MADGE NETWORKS LIMITED

-and-

(3) YORK TEL ACQUISITION CORPORATION

TRADEMARK LICENCE

This is a certified true copy
of the original.

Joseph Fortino, Esq. 1/5/01
Attorney at Law, State of New Jersey

TRADEMARK
REEL: 002219 FRAME: 0371

TRADEMARK LICENCE

DATE: 29th September 2000

BETWEEN:

- (1) **MADGE NETWORKS NV**, a company organised under the laws of the Netherlands whose registered office is at Transpolis Schipol Airport, Polaris Avenue 23, 2132 JH Hoofdorp, the Netherlands ("MNNV");
- (2) **MADGE NETWORKS LIMITED**, a company incorporated in England and Wales whose registered office is at Wexham Springs, Framewood Road, Wexham, Slough, SL3 6PJ ("MNL"); and
- (3) **YORK TEL ACQUISITION CORPORATION**, a New Jersey corporation, with principal offices at 1 Industrial Way West, Building E, Eatontown, New Jersey 07724 ("York Tel").

WHEREAS:

- (A) MNNV is the ultimate parent company of both MNL and Madge Networks (New Jersey) Inc ("MNNJ").
- (B) MNNV or MNL are the owners of the right title and interest in the trademark MADGE (which is registered in and is currently being applied for in various different jurisdictions) and certain other unregistered Trademarks (as defined below) which include, as part of their title, the Madge name.
- (C) By an agreement made on 29th September 2000 (the "Asset Purchase Agreement") MNNJ agreed to sell its ISDN video networking business (apart from the manufacturing function) to York Tel (the "Business").
- (D) Pursuant to the Asset Purchase Agreement MNNJ agreed to grant, or procure that any of its affiliates shall grant, a licence to York Tel of the trademark MADGE together with a licence of the other trademarks referred to in Recital (B) above, on the terms set out in this Licence.

1. Definitions

- 1.1 In this Licence except where the context otherwise requires the following terms shall have the following meanings:-

"Field of Use"	use in connection with the development, promotion, marketing, sale, use, distribution and support of ISDN video networking products by York Tel;
"Goods and Services"	the goods and services comprised of and relating to the ISDN video networking products of the Business as at the Closing Date;
"Madge Companies"	MNNV and MNL;
"Madge Trademark"	the trademark MADGE (registered in some jurisdictions and unregistered in others);
"Madge Logos"	the MADGE logos (registered in some jurisdictions and unregistered in others) or any other logo which resembles the MADGE logos so as to deceive or cause confusion or any logo incorporating the letter "M" or any other logo which the Madge Companies may notify to York Tel during the term of this Licence;
"Post Closing Period"	the period of twelve months following the Closing Date;
"Purchased Inventory"	any Inventory (including Customer Service Inventory) which York Tel purchases pursuant to the Asset Purchase Agreement;
"Returned Products"	any products relating to the Business which are returned by customers of the Business to York Tel following the Closing Date;
"Territories"	those territories in which MNNJ carries on the ISDN video networking business as at the Closing Date and in which the Madge Companies own the Madge Trademark and the Trademarks;
"Trademarks"	means the unregistered trademarks MADGE EDGE SWITCHING NODE/MADGE ESN, MADGE INTELLIGENT SWITCH, MADGE INTELLIGENT SWITCH PLUS, AND MADGE LAN VIDEO GATEWAY.

- 1.2 Without prejudice to the above, where any term is used in this Licence which is defined in the Asset Purchase Agreement, that term shall have the same meaning in this Licence as it has in the Asset Purchase Agreement, unless it is specifically defined to the contrary in this Licence.
- 1.3 The singular includes the plural and vice versa.
- 1.4 Unless the context otherwise indicates, references to clauses, sub-clauses, and recitals are to clauses and sub-clauses of, and recitals to, this Licence.
- 1.5 Headings to clauses in this Licence are included for the purpose of ease of reference only and shall have no effect on the construction or the interpretation of this Licence.
- 1.6 References in this Licence to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- 1.7 References to a party to this Licence shall include its successors and permitted assigns.

2. Grant of Licences

- 2.1 The Madge Companies hereby grant to York Tel a non-exclusive royalty free world-wide licence to use the Madge Trademark, such use to be restricted to the activities referred to in clause 2.2 below and such use to be on the terms and conditions set out in this Licence.
- 2.2 York Tel shall only be entitled to use the Madge Trademark in connection with:
 - (a) products which are manufactured by the Business as at the Closing and which are subsequently manufactured and sold by York Tel during the Post Closing Period; and
 - (b) any Purchased Inventory and any Returned Products until such time as the Purchased Inventory and Returned Products are fully depleted or sold.
- 2.3 For the avoidance of doubt, York Tel shall not be permitted to use the Madge Logos in any circumstances whatsoever (apart from in respect of the depletion or sale of any Purchased Inventory and Returned Products) and York Tel shall not be entitled to use the Madge Trademarks for any products manufactured and sold by York Tel after the Post Closing Period.

- 2.4 The Madge Companies hereby grant to York Tel a non-exclusive royalty free, licence to use the Trademarks in the Field of Use in the Territories for the period of twenty four months following the Closing Date and on the terms and conditions set out in this Licence.
- 2.5 York Tel may not assign or grant a sub-licence of the rights granted by this Licence to a third party without the prior written consent of MNNV and neither of the Madge Companies may assign this Licence without the prior written consent of York Tel provided that the Madge Companies will be entitled to assign this Licence to other companies within the Madge group.
- 2.6 Where required by the relevant law in any part of the Territories, York Tel shall do all things necessary to register this Licence with the appropriate authority at the expense of York Tel.

3. Quality Control

York Tel shall ensure that the Goods and Services supplied by it under the Madge Trademark and the Trademarks shall be of no lesser quality than those previously supplied by MNNJ, the Madge Companies or any other companies within the Madge group under the Madge Trademarks and the Trademarks.

4. Use of the Madge Trademark and the Trademarks and Marking

- 4.1 York Tel shall only make use of the Madge Trademark and the Trademarks for the purposes authorised in this Licence and, in particular, shall not use the Madge Trademark and the Trademarks in any way which would tend to allow them to become generic, lose their distinctiveness, become liable to mislead the public, or be materially detrimental to or inconsistent with the good name, goodwill, reputation and image of MNNJ, the Madge Companies and any other companies within the Madge group.
- 4.2 Any use by York Tel of the Madge Trademark and the Trademarks shall be accompanied by wording (as approved by MNNV) and clear marking, by use of the ™ sign, to show that these are trademarks used by York Tel with the permission of the Madge Companies.
- 4.3 York Tel shall not, by virtue of this Licence, obtain or claim any right, title or interest in or to the Madge Trademark or the Trademarks except the rights of use as are specifically set out in this Licence, and hereby acknowledges and agrees that the benefit of all use of the Madge Trademark and the Trademarks and all rights generated in the Madge Trademark and the Trademarks shall at all times enure to the Madge Companies and York Tel agrees to protect and promote the goodwill attached to the Madge Trademark and the Trademarks.

4.4 York Tel shall not adopt or use any trade mark, symbol or device which incorporates or is confusingly similar to, or is a simulation or colourable imitation of, the Madge Trademark, the Trademarks, or the Madge Logos or unfairly competes with the Madge Trademark, the Trademarks or the Madge Logos. York Tel shall not at any time apply anywhere in the world to register any trademarks or logos identical to or so nearly resembling the Madge Trademark, the Trademarks or the Madge Logos as to be likely to deceive or cause confusion.

5. Warranty and Further Assurance

5.1 The Madge Companies have all right, title and interest in and to the Madge Trademark and the Trademarks and the right to license the Madge Trademark and the Trademarks pursuant to the terms of this Licence.

5.2 The Madge Companies shall for a reasonable period of time following the Closing Date on the reasonable request of York Tel and at York Tel's sole expense, enter into such further documentation as York Tel may require in order to protect fully the rights of York Tel in the Madge Trademark and the Trademarks.

6. Infringement of the Madge Trademarks and the Trademarks

6.1 If York Tel learns of any infringement or threatened infringement of the Madge Trademark or the Trademarks or of any action detrimental to the Madge Trademark or the Trademarks or of any third party allegation that the Madge Trademark or the Trademarks are liable to cause deception or confusion to the public York Tel shall forthwith and without delay notify MNNV in writing giving full particulars of such circumstances and York Tel shall make no comment or admission to any third party in respect of such circumstances.

6.2 Unless the parties otherwise agree, MNNV shall have the conduct of all proceedings relating to the Madge Trademark and the Trademarks and shall in its sole discretion decide what action (including litigation, arbitration or compromise) if any, to take in respect of any infringement or alleged infringement of the Madge Trademark and the Trademarks or passing off or any other claim or counterclaim brought or threatened in respect of the use of the Madge Trademark and the Trademarks.

6.3 In respect of any infringement proceedings which are brought by MNNV:

- (a) York Tel will at the request of MNNV give full co-operation to MNNV (including the provision of documentation and making relevant people available) in any action, claim or proceedings brought

or threatened in respect of the Madge Trademark and the Trademarks and MNNV shall meet all reasonable expenses incurred by York Tel in giving such assistance;

- (b) MNNV shall be entitled to claim in respect of any loss suffered or likely to be suffered by York Tel and MNNV shall be entitled to retain from any damages awarded in respect of such claim the cost to MNNV of the litigation.

7. Undertaking

York Tel understands and agrees that the exercise of the licences granted to York Tel under this Licence are subject to all applicable laws, enactments, regulations and other similar instruments (including, without limitation, all applicable local laws relating to advertising, broadcasting, health and safety and telecommunications), and that York Tel shall at all times be solely liable and responsible for such due observance and performance.

8. Maintenance of Madge Trademarks and the Trademarks

- 8.1 York Tel undertakes not to do or permit to be done any act which would or might jeopardise or invalidate the registration of the Madge Trademark or the Trademarks nor to do any act which might assist or give rise to an application to remove the Madge Trademark or the Trademarks or which might prejudice the right or title of the Madge Companies to the Madge Trademark or the Trademarks.
- 8.2 York Tel will promptly on request give to MNNV or its authorised representative any information as to its use of the Madge Trademark or the Trademarks which MNNV may require and will render any assistance reasonably required by MNNV in maintaining the registration of the Madge Trademark and the Trademarks.

9. Termination of the Licence

- 9.1 The Licence may be immediately terminated without notice by the Madge Companies upon failure by York Tel to fulfil it's obligations hereunder.
- 9.2 The Licence may be terminated at any time by written agreement between the parties.
- 9.3 The licence granted pursuant to clause 2.2(a) shall terminate at the expiry of the Post Closing Period.
- 9.4 The licence granted pursuant to clause 2.4 shall terminate twenty four months following the Closing Date.

10. General

- 10.1 The illegality or invalidity of any part of this Licence shall not affect the legality or validity of the remainder of this Licence.
- 10.2 No relaxation forbearance delay or indulgence by any party in enforcing any of the terms and conditions of this Licence, or the granting of time by any party, shall prejudice affect or restrict the rights and powers of that party under this Licence nor shall any waiver by any party of any breach of this Licence operate as a waiver of or in relation to any subsequent or any continuing breach of this Licence.
- 10.3 This Licence constitutes the entire agreement between the parties concerning the subject matter of this Licence and each party confirms to the others that it has not entered into this Licence on the basis of or in reliance on any representations or warranties made or given by the other parties its servants or agents
- 10.4 No amendment or other variation to this Licence shall be effective unless it is in writing is dated and is signed by a duly authorised representative of each of the parties.
- 10.5 Any notice to be given under this Licence shall be given in writing by personal delivery or by prepaid post to the address as set out in this Licence above or to such other address as such party may have notified in writing to the others for such purposes. Any notice sent by post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered 14 days after despatch and in proving the fact of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed stamped and posted.
- 10.6 This Licence shall be governed by and construed in accordance with the Laws of England and Wales and the parties for this purpose hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

IN WITNESS of which the parties have caused this Licence to be executed by their duly authorised representatives the day and year first before written

SIGNED by
MADGE NETWORKS N.V.
acting by: *ROBERT MADGE*
CEO + PRESIDENT

)
)
) *Robert Madge*

SIGNED by
MADGE NETWORKS LIMITED
acting by: *EMER BRADLEY*
DIRECTOR

)
)
) *C. Bradley*

SIGNED by
YORK TEL ACQUISITION
CORPORATION
acting by: *Ronald J. Gaboury*
President + COO

)
)
) *Ronald J. Gaboury*