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PATENT TRADEMARK OFFICE



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03-27-2001

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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
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

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)

Zip Code

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

03/26/2001 GTOM11 00000247 75960695

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40.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
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TRADEMARK
REEL: 002258 FRAME: 0054

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="75960695"/> | <input type="text"/> | <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

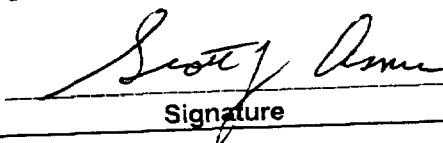
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

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.

Scott J. Asmus
Name of Person Signing


Signature

3/8/01
Date Signed

Conveyance of Section 1(b) Trademark Application

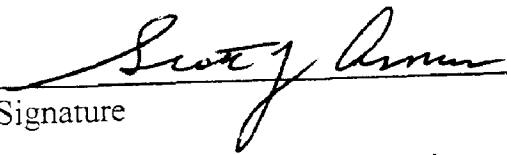
Pursuant to Section 10 of the Trademark Act (15 U.S.C. §1060), the Applicant, LOCKHEED MARTIN CORPORATION, does hereby convey the below-referenced trademark application(s) and the portion of the business to which the mark pertains, to the successor in business, TERACONNECT, INC., which is memorialized per the attached Assignment of Marks (3 pages) and Schedule A (1 page).

Mark(s): _____ **Serial No(s):** _____
TERACONNECT _____ 75/960695 _____

This assignment is in compliance with §10 of the Trademark Act, included herein for reference.

§10 (15 U.S.C. §1060). Assignment (as amended)

(a) A registered mark or a mark for which an application to register has been filed shall be assignable with the good will of the business in which the mark is used, or with that part of the good will of the business connected with the use of and symbolized by the mark. Notwithstanding the preceding sentence, no application to register a mark under section 1(b) shall be assignable prior to the filing of an amendment under section 1(c) to bring the application into conformity with section 1(a) or the filing of the verified statement of use under section 1(d). except for an assignment to a successor to the business of the applicant, or portion thereof, to which the mark pertains, if that business is ongoing and existing. In any assignment authorized by this section, it shall not be necessary to include the good will of the business connected with the use of and symbolized by any other mark used in the business or by the name or style under which the business is conducted. Assignments shall be by instruments in writing duly executed. Acknowledgment shall be prima facie evidence of the execution of an assignment, and when the prescribed information reporting the assignment is recorded in the Patent and Trademark Office, the record shall be prima facie evidence of execution. An assignment shall be void against any subsequent purchaser for valuable consideration without notice, unless the prescribed information reporting the assignment is recorded in the Patent and Trademark Office within 3 months after the date of the assignment or prior to the subsequent purchase. The Patent and Trademark Office shall maintain a record of information on assignments, in such form as may be prescribed by the Director.



Signature

SCOTT J. ASIMUS

Print Name

ATTORNEY

Title

3/7/2001

Date

ASSIGNMENT OF MARKS

THIS ASSIGNMENT is dated as of the 14th day of November, 2000, and is made from Lockheed Martin Corporation, a Maryland corporation, with its principal place of business located at 6801 Rockledge Drive, Bethesda, Maryland 20817, ("Assignor") on the one hand, to TeraConnect, Inc., a Delaware corporation with its principal place of business located at 65 Spit Brook Road, Nashua, New Hampshire 03061 ("Assignee") on the other hand.

WITNESSETH

WHEREAS, Assignor has adopted, used in commerce and applied for and/or acquired certain registrations and rights in the Marks, all as set forth in Schedule A attached hereto; and

WHEREAS, pursuant to Transaction Agreement dated as of November 14, 2000 (the "Transaction Agreement") among Assignor, Assignee and the Investors named therein, Assignee is desirous of acquiring, and Assignor is desirous of transferring to Assignee, said Marks and the goodwill associated with such Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Assignee all rights, title and interests in and to the Marks, the goodwill of the business symbolized by the Marks, all registrations and applications for registration thereof, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of said Marks, and all records and files relating to said Marks. This Assignment of Marks will be governed by the laws of the State of Delaware without regard to its conflicts of laws principles.

Assignor shall sign all documents, provide all testimony and, in general, do all lawful things reasonably requested of them by Assignee to carry out and fulfill the purposes and intent of this Agreement.

Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith.

IN WITNESS WHEREOF, the parties have executed, made and entered into this Assignment of Marks under seal as of the date first set forth above.

ASSIGNOR:

LOCKHEED MARTIN CORPORATION

By: *Walter P. Havenstein*

Name: Walter P. Havenstein

Title: President, Sanders, A Lockheed Martin Company

THE STATE OF NEW HAMPSHIRE

County of Hillsborough

This instrument was executed before me on this 9th day of November 2000, by Lockheed Martin Corporation.

WITNESS my hand and official seal.

THOMAS XENOPHON TSIRIMOKOS
Justice of the Peace - New Hampshire
My Commission Expires October 4, 2005

Thomas Xenophon Tsirimokos

Notary Public in and for
The State of New Hampshire

Printed or Typed Name of Notary

My Commission Expires _____

ASSIGNEE:

TERACONNECT, INC.

By: [Signature]

Name:

Title:

THE STATE OF NEW YORK

County of _____

This instrument was executed before me on this ____ day of _____ 2000,
by _____, the _____ (title) of TeraConnect, Inc., a
Delaware corporation, on behalf of said corporation.

WITNESS my hand and official seal.

David S.K. Culhane

Notary Public in and for

The State of New York

DAVID S.K. CULHANE

Notary Public, State of New York

No. 02CU6022262

Qualified in New York County

Commission Expires March 29, 2001

Printed or Typed Name of Notary

My Commission Expires _____

SCHEDULE A

to

ASSIGNMENT OF MARKS

“Marks” means and includes the following:

1. All trademarks, service marks, trade names, and brand and source identifiers of any type or nature, however embodied or recorded, which have been used in commerce, or have been developed to be used, in association with the Transferred Technology as such term is defined in the Transaction Agreement.
2. TeraConnect Intent to Use Application serial number 75/960695 filed March 17, 2000.

8242608-1

RECORDED: 03/08/2001

**TRADEMARK
REEL: 002258 FRAME: 0060**