

FORM PTO-1594
(Rev. 6-93)

REC

04-12-2001

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark

OMB No. 0651-0011 (exp. 4/94)

Y

Tab Settings

To the Honorable Commissioner of Patents

101673107

Attached original documents or copy thereof.

1. Name of conveying party(ies):

TIMEPLEX FEDERAL SYSTEMS, INC.
12150 Monument Drive, Suite 750
Fairfax, VA 22033

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amendment to Trademark Security Agreement

Execution Date: April 2, 2001

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation, as AgentInternal Address: Suite 3000WStreet Address: 2450 Colorado AvenueCity: Santa Monica State: CA ZIP: 90404

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State California
☐ Other _____

If assignee is not domiciled in the United States, a domestic representative design is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

Please see attached Schedule A.

B. Trademark Registration No.(s)

Please see attached Schedule A.

Additional numbers attached? ☒ Yes ☐ No

959806

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brobeck, Phleger & Harrison LLP

Internal Address: _____

Attn: Kimberley A. LathropStreet Address: 550 South Hope StreetCity: Los Angeles State: CA ZIP: 900716. Total number of applications and registrations involved: 207. Total fee (37 CFR 3.41).....\$ 515.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

04/12/2001 DBYRNE 00000093 959806

01 FC:481 40.00 OP
02 FC:482 475.00 OP

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.

Kimberley A. Lathrop
Name of Person SigningKimberley A. Lathrop
Signature

04-10-01

Date

Total number of pages including cover sheet, attachments, and document: 70Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box AssignmentsTRADEMARK
REEL: 002269 FRAME: 0150

SCHEDULE A

TRADEMARKS

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration</u>	<u>Date of Registration</u>	<u>Remarks</u>
		and instruments for data communications and telecommunications; manuals and instructional books for the aforementioned goods.			3/22/03
Switzerland	TIME/VIEW	Apparatus and instruments for data communications and telecommunications; manuals and instructional books for the aforementioned goods.	No. 403.772	3/22/93	Renewal due 3/22/03
Switzerland	TIMEPAC	All goods in International Class 9	No. 357.735	8/5/87	Due for renewal 8/5/07
Switzerland	TIMEPLEX	"apparatus for multiple transfers of data."	No. 306.063	10/22/80	Due for renewal 9/24/99
Switzerland	MICROPLEXER	"apparatus for multiple transfers of data."	No. 306.062	10/22/80	Due for renewal 9/24/99
1 U.S.A.	TIMEPLEX	"data communications equipment for coding and decoding information to and from computers."	No. 959.806	5/29/73	Renewed to 5/29/03.
2 U.S.A.	TIMEPLEXER	"multiplex data communications apparatus."	No. 1,152,206	4/28/81	Due for renewal 4/28/01
3 U.S.A.	MICROPLEXER	"statistical multiplexers used in data communi- cations."	No. 1,169,002	9/15/81	Due for renewal 9/15/01
4 U.S.A.	TIMEPAC	"data and voice communications equipment, namely, intelligent, self-managing communication-oriented distributed package switching	No. 1,539,003	5/16/89	Renewal due 5/16/09

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

	<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration</u>	<u>Date of</u> <u>Registration</u>	<u>Remarks</u>
			exchanges composed of computer- ized nodal processors and supporting computer operating programs.			
5	U.S.A.	LINEPLEXER	"multiplexer data communications units."	No. 1,183,563	12/29/81	Renewal due 12/29/01
4	U.S.A.	V.29 PLUS	"modems"	No. 1,293,999	9/11/84	No 8&15 dec- laration to be filed as per Mr. Joshi's in- structions of 6/12/90.
7	U.S.A.	E/SERIES	"data concentrators for linking clusters of remote terminals to microcomputers comprised of asynchronous statistical multiplexers, synchronous multiplexers, modems, mainframes, control modules, expander modules, power supplies, rack mount adapters and cables."	No. 1,301,387	10/23/84	Exclusive rights to the word "SERIES" disclaimed. Section 8 & 15 declaration accepted 10/24/90 by PTO; renewal. due 10/23/04.
8	U.S.A.	ELITE ONE	"multi-point concentrator switch for wide area networks and data distribution networks."	No. 1,366,416	10/22/85	Acquired by assignment dated 7/24/91 from Doelz Networks Incorporated and recorded 8/1/91 in Reel 0803/ Frame 0453. Section 8 & 15 Declaration accepted 3/16/92; renewal due 10/22/05.
9	U.S.A.	LINK/1	"data communication equipment, namely, time division multi-plexers capable of managing a network of inputs."	No. 1,393,845	5/20/86	Renewal due 5/20/06

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Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

COUNTRY	Mark	Goods	Registration	Date of Registration	Remarks
U.S.A.	SENTINEL 424	"electronic devices which continuously monitor and control data communications network as well as devices which respond to ASCII characters or raise or drop a standard EIA voltage (positive or negative) or close an electrical contact."			Application filed March 26, 1984 under Serial No. 73/472335. Application abandoned because no consent could be obtained from Reliance Electric.
10 U.S.A.	MINILINK/1	"data communications equipment, namely, multiplexers"	No. 1,460,690	10/13/87	Section 8 & 15 Due by 10/13/93; abandoned as per M. Klein, Esq.'s letter of 9/15/93.
11 U.S.A.	LINK/2	"data communications equipment namely, multiplexers capable of multiplexing and switching a range of voice, data and image digital information from one network node to another in a wide area, area communications network, controlling, monitoring for fault and diagnosing network nodes located at any point in a communications network, and, using both private protocols and established standards to communicate with other nodes in a communications network."	No. 1,153,360	11/22/88	Renewal due 11/22/08
12 U.S.A.	LPVS	"Data communications equipment namely micro processor controlled voice processors and digital speech interpolators."	No. 1,535,044	4/18/89	No 8615 filed per M. Klein's letter of 3/30/95.

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

<u>COUNTRY</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration</u>	<u>Date of Registration</u>	<u>Remarks</u>
13 U.S.A.	SYNCHRONY	"telecommunications No.2,120,116 networking systems comprised of multiplexers and hybrid circuit/packet switches for broadband and high capacity narrowband networking applications and services".		12/9/97	8&15 due 12/9/03.
4 U.S.A.	entreeLINK+	"telecommunications No. 1,807,199 and data communications products, namely, multiplexers".		11/30/93	8&15 due 11/30/99; 8&15 declaration sent to M. Klein on 3/26/99.
5 U.S.A.	LINK/2+	"Data communications No. 1,792,448 equipment, namely, multiplexers capable of multiplexing and switching a range of voice, data and image digital information from one network node to another in a wide area communications network, controlling, monitoring for fault and diagnosing network nodes located at any point in a communications network, and using both private protocols and established standards to communicate with other nodes in a communications network, and operating manuals therefor".		9/14/93	8&15 due 9/14/99; 8&15 declaration sent to M. Klein on 3/26/99.
10 U.S.A.	ISOSWITCH	"Communications products, SN 74/518496 namely. equipment to route traffic over interconnected local and wide area networks"		F4/29/94	Abandoned as per M. Klein's instructions of 11/10/95
17 U.S.A.	ISOHUB	"communications products, SN 74/518497 namely, equipment to route traffic over interconnected local and wide area networks"		F4/29/94	"
10 U.S.A.	EXPRESS ROUTING	"Communication network products, namely software and hardware systems embodying a network architecture for the		SN 74/481157 F1/24/94	Abandoned as per M. Klein's letter of

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
		transport of multiple dissimilar data formats over a single communication network backbone carrying video and voice traffic as well as data traffic."		8/2/96.	
19 U.S.A.	EXPRESS ROUTING (and design)	"Communication network products, namely software and hardware systems embodying a network architecture for the transport of multiple dissimilar data formats over a single communication network backbone carrying video and voice traffic as well as data traffic and for related written materials."	SN 74/704097 F	7/21/95	Statement of use due 7/21/97; Abandoned since no SOU filed.
20 U.S.A.	EXPRESS SWITCHING (and design)	"Communication network products, namely software and hardware systems embodying a network architecture for the transport of multiple dissimilar data formats over a single communication network backbone carrying video and voice traffic as well as data traffic and instruction manuals sold as a unit with the goods."	RN 2,129,288	1/13/98	2215 due 1/13/04
Venezuela	TIMEPLEX	"devices for transmitting and receiving data from a plurality of sources."	No. 102.925.	9/5/83	Registration expires 9/5/98. Renewal must occur between March 5, 1998 and September 5, 1998.
Venezuela	MICROPLEXER	"devices for transmitting and receiving data from a plurality of sources."	SN 6541-99	F 4/16/99	Application pending.
Inter-national Registration	TIME/LAN	"Apparatus and instruments for data communications and telecommunications; manuals and instructional books for the aforementioned	No. 605.870	7/29/93	Due for renewal 7/29/13.

10/10/97

TIMEPLEX
(Registered and Pending)

ACTIVE

TIMEPLEX

Argentina
Australia
Austria
Belgium
Brazil
Canada
Chile

Denmark
Finland
France
Germany
Great Britain
Hong Kong
Ireland

Israel
Italy
Japan
Korea (South)
Mexico
New Zealand
Norway

Singapore
South Africa
Sweden
Switzerland
U.S.A.
Venezuela

SYNCHRONY

European Union
International - China

Argentina
Australia (2)
Brazil
Canada

India
Japan
Malaysia
Mexico

New Zealand
South Africa
Switzerland
U.S.A.

LINK/1 LINK/2 LINK/2-

U.S.A.
South Korea: TIMEPLEX LINK/2

EXPRESS SWITCHING

U.S.A.

ENTERELINK

Korea (South)
U.S.A.

INTERVIEW

Switzerland

International:	Austria	Benelux
	China	Croatia
	Russia	France
	Hungary	Italy
	Poland	Portugal
	Czech Republic	Slovakia
	Ukraine	Sosin

OTHER REGISTERED TRADEMARKS - INACTIVE

INTERVIEW

Allowing to lapse as of renewal dates. Still valid:

Australia	Sosin
Benelux	Sweden
Canada	Switzerland
Denmark	U.S.A.
Great Britain	
Hong Kong	
Ireland	
Norway	

INTERVIEW

Canada (2)
Switzerland

International:	Austria	Italy
	Benelux	Poland
	China	Portugal
	Croatia	Czech Republic
	Russia	Slovakia
	France	Spain
	Hungary	Ukraine

MICROPLEX

Allowing to lapse as of renewal dates. Still valid:

Australia	Hong Kong	Singapore
Austria	Israel	South Africa
Benelux	Italy	Sweden
Canada	Korea (South)	Switzerland
France	New Zealand	U.S.A.
Germany	Norway	Venezuela
Ireland	Denmark	

TIMEPLEXER

Canada
Scott Spicard
U.S.A.

V.29 PLUS

Canada

E/SERIES

Canada
U.S.A.

3VS

Canada

LINEPLEXER

U.S.A.

ELITE ONE

U.S.A.

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Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
Argentina	MICROPLEXER	"all in Class 18, especially multiplexers for use with computers."	No. 963,720	3/6/80	abandoned per client's ltr. of 3/12/90
Argentina	SYNCHRONY	"all in Class 9"	No. 1,639,980	7/31/97	Renewal due 7/31/07.
Argentina	TIMEPLEX	"all in Class 18, especially multiplexers for use with computers."	No. 1,428,354	3/31/93	Registration No. 963.719 renewed on 3/31/93 under RN 1,428,354; Due for renewal before 3/31/03.
Australia	TIMEPLEX	"computer systems, including equipment for transmitting and receiving data from a plurality of sources."	No. A339,505	10/27/79	Due for renewal 10/29/00
Australia	MICROPLEXER	"computer systems, including equipment for transmitting and receiving data from a plurality of sources."	No. A339,506	10/29/79	Due for renewal 10/29/00
Australia	TIMEPAC	"family of packet switching products and a packet assembler/disassembler used in data communications."	No. A452554	9/29/88	Next renewal Due on or before 9/23/07
Australia	MINILINK/1	"data communications equipment, namely, multiplexers."	No. B452553	4/4/90	Renewal due 9/23/93; not renewed per M. Klein, Esq.'s letter of 9/15/93.

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COUNTRY	Mark	Goods	Registration	Date of Registration	Remarks
Australia	SYNCHRONY	"telecommunications No. A570720 networking systems."	1/15/92		Next renewal due 1/15/09
Australia	SYNCHRONY	"electrical and electronic telecommunication apparatus and instruments and parts in this class therefor; and telecommunications networking systems comprised of multiplexers and hybrid circuit/packet switches for broadband and high capacity narrowband networking applications and services"	No. 707013	11/28/97	Renewal due 4/23/06
Austria	TIMEPLEX	"Class 9 electric and electronic devices and plants for transmitting and processing data and information, microprocessors, data concentrators, multiplexers."	No. 93,027	2/11/80	Due for re-renewal 2/28/00
Austria	MICROPLEXER	"Class 9 electric and electronic devices and plants for transmitting and processing data and information, microprocessors, data concentrators, multiplexers."	No. 93,069	10/16/79	Due for renewal 2/28/00
Benelux	TIMEPAC	All goods in International Class 9	No. 434,227	7/31/87	Due for renewal 7/31/97: Abandoned as per M. Klein's instructions of 7/30/97.
Benelux	TIMEPLEX	"Device for transmitting different signals originating from at least one signal	No. 362,838	10/16/79	Renewed to 10/16/99

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<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration</u>	<u>Date of Registration</u>	<u>Remarks</u>
		source to a corres- ponding number of signal receivers, parts and fittings for this device in international Class 9."			
Benelux	MICROPLEXER	Device for transmitting different signals originating from at least one signal source to a corresponding number of signal receivers, parts and fittings for this device in International Class 9."	No. 362,837	10/16/79	Renewed to 10/16/99
Brazil	TIMEPLEX	"Microprocessor controlled statistical encoders and decoders for time multiplex transmission of telephone signals, microprocessor controlled statistical multiplexers, switching statistical multiplexers, distributed intelligent network switching systems, time division multiplexers, data concentrators, network controlled systems, and other equipment as well as design, planning, installation and maintenance services."	No. 800042360	1/3/84	Renewed to 1/3/04; send renewal ltr. on 1/3/03.
Brazil	MICROPLEXER	"data processing apparatus, apparatus for transmitting and receiving information from multiple sources, parts and accessories therefor."	No. 800042379	3/20/84	Exclusive rights to the word "MICRO" dis-claimed. Registration will expire on 3/20/94. A. renewal may be filed as early as 3/21/93; not renewed due to client's instructions that MICROPLEXER is no longer in use.

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration</u>	<u>Date of Registration</u>	<u>Remarks</u>
Brazil	SYNCHRONY	"All in Class 9"	SN 819-185-698	4/24/96	Application published on 7/15/97; opposition deadline ends 9/15/97. Application will be examined thereafter.
Canada	TIMEPLEXER	"digital and statistical telecommunications equipment and multiplexers."	No. 281,852	7/28/83	Not renewed since mark is not in use.
Canada	MICROPLEXER	"statistical multiplexers used in data communica- tions."	No. 306,075	8/23/85	Due for renewal 8/23/00
Canada	V.29 PLUS	"modems"	No. 309,699	12/27/85	Due for renewal 12/27/00
Canada	E/SERIES	"data concentrator systems for linking clusters of remote terminals to minicomputers comprised of synchronous statistical multiplexers, synchronous multiplexers, modems, synchronous multi- plexers, mainframes, control modules, expanded modules, power supplies, rack mount adapters and cables."	No. 310,285	1/10/86	Due for renewal 1/10/01
Canada	TIMEPAC	"intelligent, self- managing communication-oriented distributed packet switching exchanges composed of computerized nodal processors and supporting software."	No. 336,865	2/5/86	Due for renewal 2/5/03
Canada	LPVS	"data communications equipment, namely, microprocessor con- trolled voice pro- cessors and digital speech interpolators."	No. 363,471	11/10/89	Due for renewal 11/10/04

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
Canada	SYNCHRONY	"telecommunications networking equipment, namely, multiplexers and hybrid circuit/packet switches"	RN 446,866	9/1/95	Renewal due 9/1/05.
Canada	TIME/LAN	"Communication products, namely routers, routing bridges, and fiber distributed data interface (FDDI) concentrators; printed manuals, namely technical manuals and operating manuals for use with communication products, namely routers, routing bridges and fiber distributed data interface (FDDI) concentrators."	No. 425,212	3/18/94	Renewal due 3/18/09.
Canada	TIME LAN	"Communication products, namely routers, routing bridges, and fiber distributed data interface (FDDI) concentrators; printed manuals, namely technical manuals and operating manuals for use with communication products, namely routers, routing bridges and fiber distributed data interface (FDDI) concentrators."	No. 419,139	11/5/93	Renewal due 11/5/08
Canada	TIMEPLEX	"Data communications equipment for coding and decoding information to and from computers, namely digital switches, concentrators, multiplexers, modems, encoders, decoders and microplexers; and telecommunication equipment, namely statistical multiplexers for voice and/or data transmission over telephone lines to and from banking machines; data communications equipment for coding and decoding information to and from computers, namely digital switches, concentrators, multiplexers, modems, encoders, decoders and microplexers; consulting and advisory services in relation to data communications equipment, namely digital switches, concentrators, multiplexers, modems, encoders, decoders and microplexers and telecommunication equipment, namely statistical multiplexers for voice and/or data transmission over telephone lines to and from banking machines"	No. 676,068	5/6/94	Renewal due 5/6/09
Chile	TIMEPLEX	"Mathematic, scientific, electric and electronic apparatus and instruments and parts thereof;	No. 394,722	10/16/92	Renewal of Reg. No. 262,971; Due for
Finland	TIMEPLEX	"microprocessor operated statistical	No. 82510	8/20/82	Renewed to 8/20/02.

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Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration</u>	<u>Date of Registration</u>	<u>Remarks</u>
		coding apparatus for time multiplex trans- mission of telephone signals, namely data concentrators for telephone apparatus."			
Finland	MICROPLEXER	"micro-processor controlled statistical encoders for time multiplexed transmission of telephone signals; data concentrators for telephone apparatus."	No. 81831	7/6/82	Not renewed per Ms. Klein's fax of 4/15/92
France	TIMEPLEX	"electrical, electrotechnical and electronic apparatus, their attachments and parts, computer parts; system for transmission and receiving data given from different sources."	No. 1,551,703	9/21/89	Renewal due 9/28/99
France	MICROPLEXER	"electrical, electrotechnical and electronic apparatus, their attachments and parts, computer parts; system for transmission and receiving data given from different sources."	No. 1,589,867	9/28/89	Renewal of Reg. No. 1,108,078 dated 9/28/79; renewal due 9/28/99; not renewed as mark no longer used.
France	TIMEPAC	"family of packet switching products and a packet assembler/ used in data communications."	No. 1369193	9/2/86	Renewal due 9/2/96; not renewed as per M. Klein's instructions of 8/28/96.
Germany	TIMEPLEX	"microprocessor controlled	No. 1000662	10/19/79	Renewal due

Survey of Ascom Timeplex Trading AG Trademark
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Country	Mark	Goods	Registration	Date of Registration	Remarks
		statistical transducers for transmitting telephone signals using different time intervals for different signals; data concentrators for telephone equipment."		10/19/99	
Germany	MICROPLEXER	"microprocessor controlled statistical transducers for transmitting telephone signals using different time intervals for different signals; data concentrators for telephone equipment."	No. 1000661	10/19/79	Renewal due 10/19/99
Germany	TIMEPAC	"family of packet switching products and a packet assembler/ disassembler used in data communication."	No. 1184726	9/4/86	Renewal due 9/4/96; Not renewed as per M. Klein's instructions of 8/28/96.
Great Britain	TIMEPLEX	"apparatus and instruments for use in the transmitting, receiving, processing and recording of data and information, and parts and fittings thereof."	No. 1,204,496	10/3/83	Next renewal due 10/3/04.
Great Britain	TIMEPLEXER	"apparatus and instruments for use in the transmitting, receiving, processing and recording of data and information, and parts and fittings thereof."	No. 1,204,497	10/3/83	Next renewal due 10/3/04.

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Survey of Ascom Timeplex Trading AG Trademark
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Country	Mark	Goods	Registration	Date of Registration	Remarks
Great Britain	TIMEPLEXER	"apparatus and instruments, all included in Class 9, and for the operation of a time-sharing basis of telecommunications, radio, television, telegraph, telephone, electronic counting, and of electronic computing apparatus and instruments, and parts included in Class 9 of all the aforesaid goods.	No. 970,058	1/14/71	Not to be renewed per Marilyn Klein, Esq.'s 12/10/91 letter.
Great Britain	MICROPLEXER	"electronic apparatus for transmitting and receiving data from a plurality of sources."	No. 1122127	11/10/79	Due for renewal 11/10/93; not to be renewed since MICROPLEXER mark no longer in use.
Great Britain	V.29 PLUS	"apparatus for transmitting and receiving data and parts and fittings therefor in Class 9."			Application filed on 1/13/83 under Serial No. 1190976. Abandoned per client's instructions of 5/6/85
Great Britain	TIMEPLEX TIMEPAC	"Electronic packet switching apparatus, all for distributed intelligent networks and all incorporating timing devices; parts and fittings included in Class 9."	No. 1271735	7/19/86	Next renewal due 7/19/07
Great Britain	LPVS	"communications apparatus and instruments, all included in Class 9."	No. 1315788B	7/14/87	Renewal due 7/14/94; no renewal as per ltr. from M. Klein dated 3/21/94.

Survey of Astcom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
Great Britain	VOPLEXER	"electronic apparatus for the transmission and receiving of data for use in communication."	No. 1250073	10/12/85	Due for renewal 10/12/92; not renewed per Ms. Klein's fax of 4/15/92.
Hong Kong	TIMEPAC	"data and voice communications equipment" 7270/29056	No. 83847/1991	7/20/87	Next renewal due 7/20/08
Hong Kong	TIMEPLEX	"apparatus for transmitting and receiving data from a plurality of sources."	No. 1750/82	11/16/79	Renewed to 11/16/2000. Consent negotiated 9/4/84 with Timex Corp. for registration of TIMEX for "personal computers." etc.
Hong Kong	MICROPLEXER	"apparatus for transmitting and receiving data from a plurality of sources."	No. 1749/82	11/16/79	Renewed to 11/16/2000.
India	SYNCHRONY	"All in Class 9" 7270/40748-IN	No. 712130	4/30/96	Application pending: Examination may not begin until 1/01.
Ireland	TIMEPLEX	"microprocessor controlled statistical encoders and decoders for time multiplex transmission of telephone signals, microprocessor controlled statistical multiplexers, switching statistical multiplexers, distributed intelligent	No. 99105	9/24/79	Renewal due 9/23/00

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Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
		network switching systems, time division multiplexers, data concentrators, network control systems and data communications equipment in Class 9."			
Ireland	MICROPLEXER	"electrical, electronic and data processing apparatus and instruments all included in Class 9."	No. 97353	3/24/83	Renewal due 9/23/00
Ireland	TIMEPAC	family of packet switching products and a packet assembler/ disassembler used in data communications."	No. 121,243	9/1/86	Renewal due 9/1/07
Israel	TIMEPLEX	"microprocessor controlled statistical encoders for time multiplexed transmission of tele- phone signals; data concentrators for telephone apparatus."	No. 48711	9/16/82	Renewed to 9/24/00.
Israel	MICROPLEXER	"micro devices for transmitting and receiving data from a plurality of sources and parts and accessories therefor in Class 9."	No. 48712	7/8/82	Renewed to 9/24/00
Italy	TIMEPLEX	"device for transmitting and receiving data from a plurality of sources."	No. 380,841	11/22/85	Due for renewal 10/17/99
Italy	MICROPLEXER	"device for transmitting and receiving data from a plurality of sources."	No. 376,526	11/6/85	Due for renewal 10/17/99
Italy	TIMEPAC	"family of packet	No. 490410	3/18/88	Due for

10121233-0010
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Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
		switching products and a packet assembler/ disassembler used in data communications."			renewal 9/4/96; Not renewed as per M. Klein's instructions of 8/28/96.
Japan	TIMEPLEX	"electrical No. 1,510,080 apparatus, electrical com- munication apparatus and electronics application apparatus (excluding medical apparatuses)."		9/28/92	Due for renewal 6/28/02; final date for renewal is 9/28/02
Japan	MICROPLEXER	"electrics No. 1,977,633 application machines and instruments."		8/19/87	Due for renewal 5/19/97; associate instructed not to renew on 5/1/97.
Japan	SYNCHRONY	"All in SN 8-45048 Class 9 excluding physical and chemical apparatus and instruments; photographic apparatus and instruments; motion picture apparatus and instruments; optical apparatus and instruments.		5/1/98	Renewal due between 12/1/07 and 5/1/08.
Korea (South)	TIMEPLEX	"communication No. 75142 apparatus, used in remote comput- ing system, which is transmitting and receiving the data from a plura- lity of sources through a communica- tion line."		1/29/81	Renewed to 1/29/01
Korea (South)	MICROPLEXER	"communication No. 75141 apparatus, used in remote comput-		1/29/81	Renewed to 1/29/01; mark not assigned

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
		ing system, which is transmitting and receiving the data from a plura- lity of sources through a communica- tion line."			to Ascom Timeplex Trading AG since no longer in use.
Korea (South)	entreeLINK+	"fixed multichannel No. 281704 communication apparatus and 6 other goods."	12/17/93		Renewal due by no later than 12/17/03; renewal app- lication may be filed 12/18/02.
Korea (South)	TIMEPLEX LINK/2+	1) multiplexers No. 298168 capable of multiplexing and switching a range of voice, data and image digital information from one network node to another in a wide area communications network; 2) controlling, monitoring for fault and diagnosing network nodes located at any point in a communications network, and using both private protocols and established standards to communicate with other nodes in a communications network.	9/14/94		Renewal due by no later than 9/14/04; renewal app- lication may be filed 9/14/03.
Malaysia	SYNCHRONY	"All in Class 9"	SN 96/09755	8/21/96	Application pending.
Mexico	TIMEPLEX	"scientific, measuring, geodesic, cinematographic, optical, weighing, controlling, life- saving and teaching apparatus, and sensitized paper and film."	No. 301,436	8/6/84	Next renewal due by no later than 6/2/03. Registration also now includes Int'l. Classes 1, 6, 8, 9, 11, 12, 14 and 16 due to Mexico's adoption of International Classification and its re class- ification of old Mexican Class 26.

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Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
Mexico	MICROPLEXER	"scientific and medical apparatus."			Application filed on 2/28/80 under Serial No. 163,481. Registration refused because of Registration No. 219,064 for MICROPLEXER owned by the Harris Corporation of Melbourne, Florida. Attempt to obtain a consent from Harris Corporation have been unsuccessful.
Mexico	SYNCHRONY	"All in Class 9"	SN 260986	4/26/96	Application pending
New Zealand	TIMEPLEX	"microprocessor controlled statistical encoders for time multiplexed transmission of telephone signals; data concentrators for telephone apparatus."	No. 130,105	10/29/79	Renewed to 10/29/00
New Zealand	MICROPLEXER	"electrical and electronic apparatus, data processing transmitting and ordering apparatus; computers, their parts and accessories including computer peripherals."	No. 130,106	10/29/79	Renewed to 10/29/00
New Zealand	SYNCHRONY	"Apparatus for recording, transmission or reproduction of sound or images including telecommunications networking systems; parts and fittings in this class for all the aforesaid goods". 7268/40748-NZ	RN 215583	1/13/92	Renewal due 1/13/13
Norway	TIMEPAC	All goods in	No. 134.495	12/8/88	Renewal due

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
		international Class 9		12/8/98.	
Norway	TIMEPLEX	"microprocessor No. 110.862 controlled statistical encoders for time multiplexed transmission of telephone signals; data-concentrators for telephone apparatus."	No. 110.862	3/25/82	Renewed to 3/25/02
Norway	MICROPLEXER	"computers, data terminals and other apparatus for the transmitting and receiving of data."	No. 106,992	12/23/80	Next renewal due 12/23/00
Singapore	TIMEPLEX	"Microprocessor controlled statistical encoders and decoders (sic) for time multiplex transmission of telephone signals, microprocessor controlled statistical multi-plexers (sic), switching statistical multiplexers, distributed intelligent network switching devices, apparatus and instruments, time division multiplexers, data concentrators, network control devices, apparatus and instruments and other data communication devices, apparatus and instruments, and parts and fittings for all the aforesaid goods."	No. 494/80	2/7/80	Renewed to 2/07/01
Singapore	MICROPLEXER	"Apparatus for transmitting and receiving data from a plurality of sources."	No. 493/80	2/7/80	Renewed to 2/07/01
South Africa	TIMEPLEX	"electrical, electro-technical, electronic and scientific apparatus	No. 79/5104	10/17/80	Renewal due 9/25/99

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Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
		and instruments; apparatus and instruments for re- ceiving, processing, transmitting, trans- ferring, exchanging, storing, display and out-put of information and data including in- formation and data from a plurality of sources; parts of, accessories, components and fittings for all of the aforesaid goods."			
South Africa	MICROPLEXER	"electrical, electro-technical, electronic and scientific apparatus and instruments; apparatus and instruments for re- ceiving, processing, transmitting, trans- ferring, exchanging, storing, display and out-put of information and data including in- formation and data from a plurality of sources; parts of, accessories, components and fittings for all of the aforesaid goods."	No. 79/5105	10/17/80	Renewal due 9/25/99
South Africa	SYNCHRONY	"All in Class 9".	No. 9505104	4/22/96	Application pending

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
Spain	TIMEPAC	"family of packet switching products and packet assembler/disassembler used in data communications.	No. 1159976	7/20/88	Renewal due 7/20/88; Third quinquennial tax not paid upon the 6/19/98 instructions of M. Klein, Esq.
Sweden	TIMEPAC	All goods in International Class 9	No. 213,454	5/31/89	Renewal due 5/31/99; not renewed as per M. Klein's instructions.
Sweden	TIMEPLEX	"microprocessor controlled statistical encoders for time multiplexed transmission of telephone signals, data concentrators for telephone apparatus."	No. 174,859	1/16/81	Renewed to 1/16/01.
Sweden	MICROPLEXER	"devices for transmitting and receiving data from a plurality of sources; data concentrators for telephone apparatus."	No. 173,352	8/29/80	Due for re-renewal 8/29/00
Switzerland	SYNCHRONY	"All in Class 9"	No. 429,789	4/23/96	Renewal due 4/23/06.
Switzerland	TIME/LAN	Apparatus	No. 403,771	3/22/93	Renewal due

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
		goods." Countries included in registration are Austria, Benelux, China, Croatia, Russia, France, Hungary, Italy, Poland, Portugal, Czech Republic, Slovakia, Spain, Ukraine 7270/44115			
Inter- national Registration	TIME/VIEW	"Apparatus and instruments for data communications and telecommunications; manuals and instructional books for the aforementioned goods." Countries included in registration are Austria, Benelux, China, Croatia, Russia, France, Hungary, Italy, Poland, Portugal, Czech Republic, Slovakia, Ukraine; Spain - Class 16 goods only 7270/44116	No. 605.871	7/29/93	Due for renewal 7/29/13.
Inter- national Registration	SYNCHRONY	"All goods in International Class 9. Country included is China. 7270/40748-CI	No. 662.013	8/22/96	Due for renewal 8/22/06.
European Union	SYNCHRONY	scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; electric and electronic apparatus and instruments (as far as including in class 9); apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin operated apparatus, cash register, calculating machines, data processing equipment and computers; fire-extinguishing apparatus, computer-hardware and software, peripherals; telecommunications networking systems comprised of multiplexers and hybrid circuit/packet switches for broadband and high capacity narrowband networking applications and services. 7270/40748-EEC	No.000312553	4/3/96	Opp. filed by Beckman Instruments.

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This **AMENDMENT TO TRADEMARK SECURITY AGREEMENT** (this "Amendment") is entered into as of April 2, 2001, by and between **TIMEPLEX FEDERAL SYSTEMS, INC.** (the "Borrower"), a Delaware corporation, and **FOOTHILL CAPITAL CORPORATION**, as arranger and administrative agent (the "Agent").

WHEREAS, Agent and Debtor are parties to that certain General Continuing Guaranty, dated as of April 2, 2001 (the "Guaranty");

WHEREAS, Agent and Debtor are parties to that certain Guarantor Trademark Agreement, dated as of April 2, 2001 (the "Security Agreement"); and

WHEREAS, Agent has requested that the Trademark Security Agreement dated as of August 9, 1999 by and between Debtor, and Foothill Capital Corporation, as lender, be amended, among other things, to change the secured party from Foothill Capital Corporation, as lender, to Foothill Capital Corporation, as agent.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions and Construction. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Williams Loan Agreement.

2. Amendments to the Trademark Security Agreement.

a. The introductory sentence of the preamble to the Trademark Security Agreement hereby is amended and restated in its entirety as follows:

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 9, 1999 is made by **TIMEPLEX FEDERAL SYSTEMS, INC.**, a Delaware corporation ("Borrower"), in favor of **FOOTHILL CAPITAL CORPORATION**, a California corporation ("Agent"), as arranger and administrative agent under that certain Loan and Security Agreement dated as of April 2, 2001, by and among WCS Acquisition LLC, a Delaware limited liability company, the lenders that are signatories thereto, and the Agent (the "Williams Loan Agreement").

b. Section 1 of the Trademark Security Agreement hereby is amended by adding or amending and restating, as applicable, the following defined terms in the proper alphabetical order:

"Agent" has the meaning ascribed thereto in the preamble to this Agreement.

"Amendment" shall mean that certain amendment to the Agreement dated as of April 2, 2001, by and between Borrower and Agent.

"Borrower" shall mean Timeplex Federal Systems, Inc., a Delaware corporation.

"Debtor" has the meaning ascribed thereto in the Guaranty.

"Event of Default" means any Event of Default under the Williams Loan Agreement.

"Guaranty" has the meaning ascribed thereto in the recitals to the Amendment.

"Indebtedness" has the meaning ascribed thereto in the Williams Loan Agreement.

"Lender" shall mean Foothill Capital Corporation, as arranger and administrative agent under the Williams Loan Agreement.

"Loan Documents" has the meaning ascribed thereto in the Williams Loan Agreement.

"Secured Obligations" shall mean, with respect to the Borrower: (a) the due and punctual payment of the principal of, and interest (including, any and all interest which, but for the application of the provisions of the Bankruptcy Code, would have accrued on such amounts) on, any and all premium on, and any and all fees, costs, and expenses incurred in connection with or on the Indebtedness owed by each obligor to any member of the Lender Group pursuant to the terms of the Loan Documents; and (b) the due and punctual payment of all other present or future Indebtedness owing by each Debtor to any member of the Lender Group.

"Security Agreement" has the meaning ascribed thereto in the recitals to the Amendment.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"Williams Loan Agreement" has the meaning ascribed thereto in the preamble to this Agreement.

c. Section 1(b)(ix) of the Agreement is hereby amended and restated in its entirety as follows:

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Security Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Security Agreement shall control and govern;

provided, however, that the inclusion herein of additional obligations on the part of Borrower and supplemental rights and remedies in favor of Lender (whether under federal law or applicable New York law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Security Agreement.

d. Section 11 of the Agreement is hereby amended and restated in its entirety as follows:

Section 11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of any Patent Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Lender of such rights and remedies as may be available under federal law.

e. Any reference to "Lender" in the Agreement shall be read as "Agent" or "Lender Group" as the context requirements.

2. Choice of Law. The validity of this Amendment, its construction, interpretation and enforcement, the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the laws of the State of New York.

3. Counterparts; Telefacsimile Execution. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by telefacsimile shall be effective as delivery of a manually executed counterpart of this Amendment. Any party delivering an executed counterpart of this Amendment by telefacsimile shall also deliver a manually executed counterpart of this Amendment, but the failure to so deliver a manually executed counterpart of this Amendment shall not effect the validity hereof.

4. Effect on Trademark Security Agreement. The Agreement, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. The execution, delivery, and performance of this Amendment shall not, except as expressly set forth herein, operate as a waiver of or as an amendment of, any right, power, or remedy of Agent or any other member of the Lender Group under the Loan Agreement, as in effect prior to the date hereof. The waivers, consents, and modifications herein are limited to the specifics hereof, shall not apply with respect to any facts or occurrences other than those on which the same are based, shall not excuse future non-compliance with the Loan Agreement.

5. Further Assurances. Borrower shall execute and deliver all agreements, documents, and instruments, in form and substance satisfactory to Agent, and take all actions as Agent may reasonably request from time to time, to perfect and maintain the perfection and priority of Agent's security interests in the Trademark Collateral and to fully consummate the

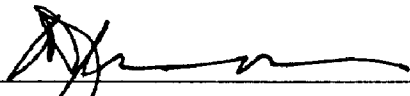
transactions contemplated under this Amendment and the Agreement, as amended by this Amendment.

6. Reference to and Effect on the Trademark Security Agreement. Upon and after the effectiveness of this Amendment: each reference in the Agreement to "this Agreement", "hereunder", "herein", "hereof" or words of like import referring to the Agreement, shall mean and be a reference to the Agreement as modified and amended hereby.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first above written.

**TIMEPLEX FEDERAL SYSTEMS,
INC.,** a Delaware corporation

By 
Title _____

**FOOTHILL CAPITAL
CORPORATION,**
a California corporation, as Agent

By 
Title _____

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of August 9, 1999 is made by **TIMEPLEX FEDERAL SYSTEMS, INC.**, a Delaware corporation ("Debtor"), in favor of **FOOTHILL CAPITAL CORPORATION**, a California corporation, ("Lender").

RECITALS

A. Borrower and Lender have entered into that certain Amended and Restated Loan and Security Agreement, of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which Lender has agreed to make certain financial accommodations to Borrower.

B. Debtor has heretofore executed that certain Guaranty, dated as of March 25, 1998 (as amended, restated, or supplemented from time to time, the "Guaranty") in favor of Lender, as successor to the Guaranteed Parties identified herein, respecting certain obligations of Borrower owing to Lender under the Loan Agreement.

C. Debtor and Lender, as successor to Citicorp USA, Inc., as agent for the financial institutions identified therein, are parties to that certain Security Agreement, dated as March 25, 1998 (as amended, restated, or supplemented from time to time, the "Security Agreement") pursuant to which Debtor has granted to Lender a security interest (among other things) certain of the general intangibles of Debtor.

D. Pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of Lender under the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Lender for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Lender's existing security interests in the trademarks and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Lender as follows:

1. **Definitions; Interpretation.**

(a) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"Borrower" means Timeplex, Inc., a Delaware corporation.

"Event of Default" shall have the meaning ascribed thereto in the Loan Agreement.

"Lien" means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

"Obligations" shall have the meaning ascribed thereto in the Loan Agreement.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined at UCC Section 9306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Security Agreement" shall have the meaning ascribed hereto in the recitals of this Agreement.

"Secured Obligations" means all liabilities, obligations, or undertakings owing by Debtor to Lender of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Guaranty, the other Loan Documents, or this Agreement, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys fees), and expenses which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of California.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Security Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Security Agreement shall control and govern; provided, however, that the

inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Lender (whether under federal law or applicable California law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Security Agreement.

2. Security Interest.

(a) Assignment and Grant of Security Interest. To secure the Obligations, Debtor hereby grants, assigns, transfers and conveys to Lender a continuing security interest in certain of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(x) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Debtor or in the name of Lender for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(xi) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(xii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(xiii) all Proceeds of any and all of the foregoing.

(b) Certain Exclusions from Grant of Security Interest. Anything in this Agreement and the other Loan Documents to the contrary notwithstanding, the foregoing grant, assignment, transfer, and conveyance of a security interest shall not extend to, and the term "Trademark Collateral" shall not include, any item of Trademark Collateral described in Section 2(a) above that is now or hereafter held by Debtor as licensee or otherwise, solely in the event and to the extent that: (i) as the proximate result of the foregoing grant, assignment, transfer, or conveyance of a security interest, Debtor's rights in or with respect to such item

of Trademark Collateral would be forfeited or would become void, voidable, terminable, or revocable, or if Debtor would be deemed to have breached, violated, or defaulted the underlying license or other agreement that governs such item of Trademark Collateral pursuant to the restrictions in the underlying license or other agreement that governs such item of Trademark Collateral; (ii) any such restriction shall be effective and enforceable under applicable law, including Section 9318(4) of the Code; and (iii) any such forfeiture, voidness, voidability, terminability, revocability, breach, violation, or default cannot be remedied by Debtor using its best efforts (but without any obligation to make any material expenditures of money or to commence legal proceedings); provided, however, that the foregoing grant, assignment, transfer, and conveyance of security interest shall extend to, and the term "Trademark Collateral" shall include, (y) any and all Proceeds of such item of Trademark Collateral to the extent that the assignment or encumbering of such Proceeds is not so restricted, and (z) upon any such licensor or other applicable party's consent with respect to any such otherwise excluded item of Trademark Collateral being obtained, thereafter such item of Trademark Collateral as well as any Proceeds thereof that might theretofore have been excluded from such grant, assignment, transfer, and conveyance of a security interest and the term "Trademark Collateral."

(c) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 17.

(d) Incorporation into Security Agreement. This Agreement shall be fully incorporated into the Security Agreement and all understandings, agreements and provisions contained in the Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Security Agreement.

(e) Licenses. Anything in the Security Agreement or this Agreement to the contrary notwithstanding, Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest (if any) of Secured Party therein) in the ordinary course of business consistent with past practice.

3. Further Assurances: Appointment of Lender as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Lender any and all documents and instruments, in form and substance reasonably satisfactory to Lender, and take any and all action, which Lender may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Lender's security interest in the Trademark Collateral and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Lender in accordance with the foregoing, Lender shall have the right, in the name of Debtor, or in the name of Lender or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Lender (and any of Lender's officers or employees or agents designated by Lender) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign

the name of Debtor on all or any of such documents or instruments and perform all other acts that Lender reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Lender's security interest in, the Trademark Collateral, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Lender reasonably may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) during a Triggering Event, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Lender to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 17.

4. Representations and Warranties. Debtor represents and warrants to Lender, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth, as of the Closing Date, a true and correct list of all of the existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and, (i) other than the parties to such licenses or licensing agreements, or (ii) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other

Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of Debtor's knowledge, the past, present and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Lender a security interest in all of the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Obligations remain unsatisfied, Debtor agrees that it will comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents, and Debtor will promptly give Lender written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.

6. Future Rights. For so long as any of the Obligations shall remain outstanding, or, if earlier, until Lender shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Debtor shall give to Lender prompt notice thereof. Debtor shall do all things reasonably deemed necessary or advisable by Lender to ensure the validity, perfection, priority and enforceability of the security interests of Lender in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Lender in connection herewith, Debtor hereby authorizes Lender to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Lender's Duties. Notwithstanding any provision contained in this Agreement, Lender shall have no duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Lender hereunder or in connection herewith, Lender shall have no duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Remedies. From and after the occurrence and during the continuation of an Event of Default, Lender shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Debtor agrees that such rights and remedies include the right of Lender as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to UCC Section 9504. Debtor agrees that Lender shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Lender's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Lender has a security interest, including Lender's rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy); provided, however, that such license shall not extend to any item of Trademark Collateral that is now or hereafter held by Debtor as licensee or otherwise, solely in the event and to the extent that: (i) as the proximate result of the grant of such license, Debtor's rights in or with respect to such item of Trademark Collateral would be forfeited or would become void, voidable, terminable, or revocable, or if Debtor would be deemed to have breached, violated, or defaulted the underlying license or other agreement that governs such item of Trademark Collateral pursuant to the restrictions in the underlying license or other agreement that governs such item of Trademark Collateral; (ii) any such restriction shall be effective and enforceable under applicable law, including Section 9318(4) of the Code; and (iii) any such forfeiture, voidness, voidability, terminability, revocability, breach, violation, or default cannot be remedied by Debtor using its best efforts (but without any obligation to make any material expenditures of money or to commence legal proceedings). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Lender shall have the right but shall in no way be obligated to bring suit, or to take such other action as Lender deems necessary or advisable, in the name of Debtor or Lender, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Lender, do any and all lawful acts and execute any and all documents required by Lender in aid of such enforcement. To the extent that Lender shall elect not to bring suit to enforce such Trademark Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

9. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Lender and their respective successors and assigns.

10. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

11. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, except to the extent that the validity or perfection of the security interests hereunder in respect of any Patent Collateral are governed by federal law, in which case such choice of California law shall not be deemed to deprive Lender of such rights and remedies as may be available under federal law.

12. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, Lender may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

15. Security Agreement. Debtor acknowledges that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and all such rights and remedies are cumulative.


16. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. To the extent of any conflict between the provisions of this Agreement and the Loan Agreement, however, the provisions of the Loan Agreement shall govern.

17. Termination. Upon the payment in full of the Obligations, including the cash collateralization, expiration, or cancellation of all Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Lender shall execute and deliver such documents and instruments and take such further action


reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Lender hereunder, including cancellation of this Agreement by written notice from Lender to the PTO.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

TIMEPLEX FEDERAL SYSTEMS, INC.
a Delaware corporation

By: 
Name: Douglas E. Johnston, Jr
Title: Vice President

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: 
Name: Brian Duffy
Title: Vice President

SCHEDULE A

TRADEMARKS

03/10/97

TRADEMARKS
(Registered and Pending)

ACTIVE

TIMEPLEX

Argentina
Australia
Austria
Belgium
Brazil
Canada
Chile

Denmark
Finland
France
Germany
Great Britain
Hong Kong
Ireland

Israel
Italy
Japan
Korea (South)
Mexico
New Zealand
Norway

Singapore
South Africa
Sweden
Switzerland
U.S.A.
Venezuela

SYNCHRONY

European Union
International - China

Argentina
Australia (2)
Brazil
Canada

India
Japan
Malaysia
Mexico

New Zealand
South Africa
Switzerland
U.S.A.

LINK/1 LINK/2 LINK/2-

U.S.A.
South Korea: TIMEPLEX LINK/2

EXPRESS SWITCHING

U.S.A.

encreelINK-

Korea (South)
U.S.A.

TIME/VIEW

Switzerland

International:

Austria	Benelux
China	Croatia
Russia	France
Hungary	Italy
Poland	Portugal
Czech Republic	Slovakia
Ukraine	Spain

OTHER REGISTERED TRADEMARKS - INACTIVETIMEPAC

Allowing to lapse as of renewal dates. Still valid:

Australia	Spain
Benelux	Sweden
Canada	Switzerland
Denmark	U.S.A.
Great Britain	
Hong Kong	
Ireland	
Norway	

TIME/LAWCanada (2)
Switzerland

International:	Austria	Italy
	Benelux	Poland
	China	Portugal
	Croatia	Czech Republic
	Russia	Slovakia
	France	Spain
	Hungary	Ukraine

MICROPLEXER

Allowing to lapse as of renewal date. Still valid:

Australia	Hong Kong	Singapore
Austria	Israel	South Africa
Benelux	Italy	Sweden
Canada	Korea (South)	Switzerland
France	New Zealand	U.S.A.
Germany	Norway	Venezuela
Ireland	Denmark	

TIMEPLEXER

Canada
Great Britain
U.S.A.

V.29 PLUS

Canada

E/SERIES

Canada
U.S.A.

2VS

Canada

SINEPLEXER

U.S.A.

ELITE ONE

U.S.A.

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
Argentina	MICROPLEXER	"all in Class 18, especially multiplexers for use with computers."	No. 963,720	3/6/80	abandoned per client's ltr. of 3/12/90
Argentina	SYNCHRONY	"all in Class 9"	No. 1,639,980	7/31/97	Renewal due 7/31/07.
Argentina	TIMEPLEX	"all in Class 18, especially multiplexers for use with computers."	No. 1,428,354	3/31/93	Registration No. 963.719 renewed on 3/31/93 under RN 1,428,354; Due for renewal before 3/31/03.
Australia	TIMEPLEX	"computer systems, including equipment for transmitting and receiving data from a plurality of sources."	No. A339,505	10/27/79	Due for renewal 10/29/00
Australia	MICROPLEXER	"computer systems, including equipment for transmitting and receiving data from a plurality of sources."	No. A339,506	10/29/79	Due for renewal 10/29/00
Australia	TIMEPAC	"family of packet switching products and a packet assembler/disassembler used in data communications."	No. A452554	9/29/88	Next renewal due on or before 9/23/07
Australia	MINILINK/1	"data communications equipment, namely, multiplexers."	No. B452553	4/4/90	Renewal due 9/23/93; not renewed per M. Klein, Esq.'s letter of 9/15/93.

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
Australia	SYNCHRONY	"telecommunications No. A570720 networking systems."	1/15/92		Next renewal due 1/15/09
Australia	SYNCHRONY	"electrical and electronic telecommunication apparatus and instruments and parts in this class therefor; and telecommunications networking systems comprised of multiplexers and hybrid circuit/packet switches for broadband and high capacity narrowband networking applications and services"	No. 707013 11/28/97		Renewal due 4/23/06
Austria	TIMEPLEX	"Class 9 electric and electronic devices and plants for transmitting and processing data and information, microprocessors, data concentrators, multiplexers."	No. 93.027 2/11/80		Due for re-renewal 2/28/00
Austria	MICROPLEXER	"Class 9 electric and electronic devices and plants for transmitting and processing data and information, microprocessors, data concentrators, multiplexers."	No. 93.069 10/16/79		Due for renewal 2/28/00
Benelux	TIMEPAC	All goods in International Class 9	No. 434,227 7/31/67		Due for renewal 7/31/97; Abandoned as per M. Klein's instructions of 7/30/97.
Benelux	TIMEPLEX	"Device for transmitting different signals originating from at least one signal	No. 362,838 10/16/79		Renewed to 10/16/99

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
		source to a corresponding number of signal receivers, parts and fittings for this device in international Class 9."			
Benelux	MICROPLEXER	Device for transmitting different signals originating from at least one signal source to a corresponding number of signal receivers, parts and fittings for this device in International Class 9."	No. 362,837	10/16/79	Renewed to 10/16/99
Brazil	TIMEPLEX	"Microprocessor controlled statistical encoders and decoders for time multiplex transmission of telephone signals, microprocessor controlled statistical multiplexers, switching statistical multiplexers, distributed intelligent network switching systems, time division multiplexers, data concentrators, network controlled systems, and other equipment as well as design, planning, installation and maintenance services."	No. 800042360	1/3/84	Renewed to 1/3/04; send renewal ltr. on 1/3/03.
Brazil	MICROPLEXER	"data processing apparatus, apparatus for transmitting and receiving information from multiple sources, parts and accessories therefor."	No. 800042379	3/20/84	Exclusive rights to the word "MICRO" disclaimed. Registration will expire on 3/20/94. A renewal may be filed as early as 3/21/93; not renewed due to client's instructions that MICROPLEXER is no longer in use.

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
Brazil	SYNCHRONY	"All in Class 9"	SN 819-185-698	4/24/96	Application published on 7/15/97; opposition deadline ends 9/15/97. Application will be examined thereafter.
Canada	TIMEPLEXER	"digital and statistical telecommunications equipment and multiplexers."	No. 281,852	7/28/83	Not renewed since mark is not in use.
Canada	MICROPLEXER	"statistical multiplexers used in data communications."	No. 306,075	8/23/85	Due for renewal 8/23/00
Canada	V.29 PLUS	"modems"	No. 309,699	12/27/85	Due for renewal 12/27/00
Canada	E/SERIES	"data concentrator systems for linking clusters of remote terminals to minicomputers comprised of synchronous statistical multiplexers, synchronous multiplexers, modems, synchronous multiplexers, mainframes, control modules, expanded modules, power supplies, rack mount adapters and cables."	No. 310,285	1/10/86	Due for renewal 1/10/01
Canada	TIMEPAC	"intelligent, self-managing communication-oriented distributed packet switching exchanges composed of computerized nodal processors and supporting software."	No. 336,665	2/5/88	Due for renewal 2/5/03
Canada	LPVS	"data communications equipment, namely, microprocessor controlled voice processors and digital speech interpolators."	No. 363,471	11/10/89	Due for renewal 11/10/04

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
Canada	SYNCHRONY	"telecommunications networking equipment, namely, multiplexers and hybrid circuit/packet switches"	RN 446,866	9/1/95	Renewal due 9/1/05.
Canada	TIME/LAN	"Communication products, namely routers, routing bridges, and fiber distributed data interface (FDDI) concentrators; printed manuals, namely technical manuals and operating manuals for use with communication products, namely routers, routing bridges and fiber distributed data interface (FDDI) concentrators."	No. 425,212	3/18/94	Renewal due 3/18/09.
Canada	TIME LAN	"Communication products, namely routers, routing bridges, and fiber distributed data interface (FDDI) concentrators; printed manuals, namely technical manuals and operating manuals for use with communication products, namely routers, routing bridges and fiber distributed data interface (FDDI) concentrators."	No. 419,139	11/5/93	Renewal due 11/5/08
Canada	TIMEPLEX	"Data communications equipment for coding and decoding information to and from computers, namely digital switches, concentrators, multiplexers, modems, encoders, decoders and microplexers; and telecommunication equipment, namely statistical multiplexers for voice and/or data transmission over telephone lines to and from banking machines; data communications equipment for coding and decoding information to and from computers, namely digital switches, concentrators, multiplexers, modems, encoders, decoders and microplexers; consulting and advisory services in relation to data communications equipment, namely digital switches, concentrators, multiplexers, modems, encoders, decoders and microplexers and telecommunication equipment, namely statistical multiplexers for voice and/or data transmission over telephone lines to and from banking machines"	No. 676,068	5/6/94	Renewal due 5/6/09
Chile	TIMEPLEX	"Mathematic, scientific, electric and electronic apparatus and instruments and parts thereof;	No. 394,722	10/16/92	Renewal of Reg. No. 262.971; Due for
Finland	TIMEPLEX	"microprocessor operated statistical	No. 82510	8/20/82	Renewed to 8/20/02.

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Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
		statistical transducers for transmitting telephone signals using different time intervals for different signals; data concentrators for telephone equipment."		10/19/99	
Germany	MICROPLEXER	"microprocessor controlled statistical transducers for transmitting telephone signals using different time intervals for different signals; data concentrators for telephone equipment."	No. 1000661	10/19/79	Renewal due 10/19/99
Germany	TIMEPAC	"family of packet switching products and a packet assembler/disassembler used in data communication."	No. 1184726	9/4/86	Renewal due 9/4/96; Not renewed as per M. Klein's instructions of 8/28/96.
Great Britain	TIMEPLEX	"apparatus and instruments for use in the transmitting, receiving, processing and recording of data and information, and parts and fittings thereof."	No. 1,204,496	10/3/83	Next renewal due 10/3/04.
Great Britain	TIMEPLEXER	"apparatus and instruments for use in the transmitting, receiving, processing and recording of data and information, and parts and fittings thereof."	No. 1,204,497	10/3/83	Next renewal due 10/3/04.

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Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
Great Britain	TIMEPLEXER	"apparatus and instruments, all included in Class 9, and for the operation of a time-sharing basis of telecommunications, radio, television, telegraph, telephone, electronic counting, and of electronic computing apparatus and instruments, and parts included in Class 9 of all the aforesaid goods.	No. 970,058	1/14/71	Not to be renewed per Marilyn Klein, Esq.'s 12/10/91 letter.
Great Britain	MICROPLEXER	"electronic apparatus for transmitting and receiving data from a plurality of sources."	No. 1122127	11/10/79	Due for renewal 11/10/93; not to be renewed since MICROPLEXER mark no longer in use.
Great Britain	V.29 PLUS	"apparatus for transmitting and receiving data and parts and fittings therefor in Class 9."			Application filed on 2/13/83 under Serial No. 1190976. Abandoned per client's instructions of 5/6/85
Great Britain	TIMEPLEX TIMEPAC	"Electronic packet switching apparatus, all for distributed intelligent networks and all incorporating timing devices; parts and fittings included in Class 9."	No. 1271735	7/19/86	Next renewal due 7/19/07
Great Britain	LPVS	"communications apparatus and instruments, all included in Class 9."	No. 13157888	7/14/87	Renewal due 7/14/94; no renewal as per ltr. from M. Klein dated 3/21/94.

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
Great Britain	VOPLEXER	"electronic apparatus for the transmission and receiving of data for use in communication."	No. 1250073	10/12/85	Due for renewal 10/12/92; not renewed per Ms. Klein's fax of 4/15/92.
Hong Kong	TIMEPAC	"data and voice communications equipment"	No. B3847/1991	7/20/87	Next renewal due 7/20/88
Hong Kong	TIMEPLEX	"apparatus for transmitting and receiving data from a plurality of sources."	No. 1750/82	11/16/79	Renewed to 11/16/2000. Consent negotiated 9/4/84 with Timex Corp. for registration of TIMEPLEX for "personal computers," etc.
Hong Kong	MICROPLEXER	"apparatus for transmitting and receiving data from a plurality of sources."	No. 1749/82	11/16/79	Renewed to 11/16/2000.
India	SYNCHRONY	"All in Class 9"	No. 712130	4/30/96	Application pending: Examination may not begin until 1/01.
Ireland	TIMEPLEX	"microprocessor controlled statistical encoders and decoders for time multiplex transmission of telephone signals, microprocessor controlled statistical multiplexers, switching statistical multiplexers, distributed intelligent	No. 99105	9/24/79	Renewal due 9/23/00

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration</u>	<u>Date of Registration</u>	<u>Remarks</u>
		network switching systems, time division multiplexers, data concentrators, network control systems and data communications equipment in Class 9."			
Ireland	MICROPLEXER	"electrical, electronic and data processing apparatus and instruments all included in Class 9."	No. 97353	3/24/83	Renewal due 9/23/00
Ireland	TIMEPAC	family of packet switching products and a packet assembler/ disassembler used in data communications."	No. 121,243	9/1/86	Renewal due 9/1/07
Israel	TIMEPLEX	"microprocessor controlled statistical encoders for time multiplexed transmission of tele- phone signals; data concentrators for telephone apparatus."	No. 48711	9/16/82	Renewed to 9/24/00.
Israel	MICROPLEXER	"micro devices for transmitting and receiving data from a plurality of sources and parts and accessories therefor in Class 9."	No. 48712	7/8/82	Renewed to 9/24/00
Italy	TIMEPLEX	"device for transmitting and receiving data from a plurality of sources."	No. 380,841	11/22/85	Due for renewal 10/17/99
Italy	MICROPLEXER	"device for transmitting and receiving data from a plurality of sources."	No. 376,526	11/6/85	Due for renewal 10/17/99
Italy	TIMEPAC	-family of packet	No. 490410	3/18/88	Due for

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
		switching products and a packet assembler/ disassembler used in data communications."			renewal 9/4/96; Not renewed as per M. Klein's instructions of 8/28/96.
Japan	TIMEPLEX	"electrical No. 1,510,080 apparatus, electrical com- munication apparatus and electronics application apparatus (excluding medical apparatuses)."		9/28/92	Due for renewal 6/28/02; final date for renewal is 9/28/02
Japan	MICROPLEXER	"electrics No. 1,977,633 application machines and instruments."		8/19/87	Due for renewal 5/19/97; associate instructed not to renew on 5/1/97.
Japan	SYNCHRONY	"All in SN 8-45048 Class 9 excluding physical and chemical apparatus and instruments; photographic apparatus and instruments; motion picture apparatus and instruments; optical apparatus and instruments.		5/1/98	Renewal due between 12/1/07 and 5/1/08.
Korea (South)	TIMEPLEX	"communication No. 75142 apparatus, used in remote comput- ing system, which is transmitting and receiving the data from a plura- lity of sources through a communica- tion line."		1/29/81	Renewed to 1/29/01
Korea (South)	MICROPLEXER	"communication No. 75141 apparatus, used in remote comput-		1/29/81	Renewed to 1/29/01; mark not assigned

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
		ing system, which is transmitting and receiving the data from a plurality of sources through a communication line."			to Ascom Timeplex Trading AG since no longer in use.
Korea (South)	entréeLINK+	"fixed multichannel No. 281704 communication apparatus and 6 other goods."	12/17/93		Renewal due by no later than 12/17/03; renewal application may be filed 12/18/02.
Korea (South)	TIMEPLEX LINK/2+	1) multiplexers No. 298168 capable of multiplexing and switching a range of voice, data and image digital information from one network node to another in a wide area communications network; 2) controlling, monitoring for fault and diagnosing network nodes located at any point in a communications network, and using both private protocols and established standards to communicate with other nodes in a communications network.	9/14/94		Renewal due by no later than 9/14/04; renewal application may be filed 9/14/03.
Malaysia	SYNCHRONY	"All in Class 9"	SN 96/09755	8/21/96	Application pending.
Mexico	TIMEPLEX	"scientific, measuring, geodesic, cinematographic, optical, weighing, controlling, life-saving and teaching apparatus, and sensitized paper and film."	No. 301,436	8/6/84	Next renewal due by no later than 6/2/03. Registration also now includes Int'l. Classes 1, 6, 8, 9, 11, 12, 14 and 16 due to Mexico's adoption of International Classification and its re classification of old Mexican Class 26.

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
Mexico	MICROPLEXER	"scientific and medical apparatus."			Application filed on 2/28/80 under Serial No. 163,481. Registration refused because of Registration No. 219,064 for MICROPLEXER owned by the Harris Corporation of Melbourne, Florida. Attempt to obtain a consent from Harris Corporation have been unsuccessful.
Mexico	SYNCHRONY	"All in Class 9"	SN 260986	4/26/96	Application pending
New Zealand	TIMEPLEX	"microprocessor controlled statistical encoders for time multiplexed transmission of telephone signals; data concentrators for telephone apparatus."	No. 130,105	10/29/79	Renewed to 10/29/00
New Zealand	MICROPLEXER	"electrical and electronic apparatus, data processing transmitting and ordering apparatus; computers, their parts and accessories including computer peripherals."	No. 130,106	10/29/79	Renewed to 10/29/00
New Zealand	SYNCHRONY	"Apparatus for recording, transmission or reproduction of sound or images including telecommunications networking systems; parts and fittings in this class for all the aforesaid goods". 7268/40748-NZ	RN 215581	1/13/92	Renewal due 1/13/13
Norway	TIMEPAC	All goods in	No. 134.495	12/8/88	Renewal due

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

Country	Mark	Goods	Registration	Date of Registration	Remarks
		international Class 9		12/8/98.	
Norway	TIMEPLEX	"microprocessor No. 110.862 controlled statistical encoders for time multiplexed transmission of telephone signals; data-concentrators for telephone apparatus."	No. 110.862	3/25/82	Renewed to 3/25/02
Norway	MICROPLEXER	"computers, data terminals and other apparatus for the transmitting and receiving of data."	No. 106,992	12/23/80	Next renewal due 12/23/00
Singapore	TIMEPLEX	"Microprocessor controlled statistical encoders and decoders [sic] for time multiplex transmission of telephone signals, microprocessor controlled statistical multi-plexers [sic], switching statistical multiplexers, distributed intelligent network switching devices, apparatus and instruments, time division multiplexers, data concentrators, network control devices, apparatus and instruments and other data communication devices, apparatus and instruments, and parts and fittings for all the aforesaid goods."	No. 494/80	2/7/80	Renewed to 2/07/01
Singapore	MICROPLEXER	"Apparatus for transmitting and receiving data from a plurality of sources."	No. 493/80	2/7/80	Renewed to 2/07/01
South Africa	TIMEPLEX	"electrical, electro-technical, electronic and scientific apparatus	No. 79/5104	10/17/80	Renewal due 9/25/99

Survey of Ascom Timeplex Trading AG Trademark
Applications and Registrations

<u>Country</u>	<u>Mark</u>	<u>Goods</u>	<u>Registration</u>	<u>Date of Registration</u>	<u>Remarks</u>
		and instruments; apparatus and instruments for re- ceiving, processing, transmitting, trans- ferring, exchanging, storing, display and out-put of information and data including in- formation and data from a plurality of sources; parts of, accessories, components and fittings for all of the aforesaid goods."			
South Africa	MICROPLEXER	"electrical, electro-technical, electronic and scientific apparatus and instruments; apparatus and instruments for re- ceiving, processing, transmitting, trans- ferring, exchanging, storing, display and out-put of information and data including in- formation and data from a plurality of sources; parts of, accessories, components and fittings for all of the aforesaid goods."	No. 79/5105	10/17/80	Renewal due 9/25/99
South Africa	SYNCHRONY	"All in Class 9"	No. 9605304	4/22/96	Application pending

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Country	Mark	Goods	Registration	Date of Registration	Remarks
Spain	TIMEPAC	"family of packet switching products and packet assembler/disassembler used in data communications."	No. 1159976	7/20/88	Renewal due 7/20/08; Third quinquennial tax not paid upon the 6/19/98 instructions of M. Klein, Esq.
Sweden	TIMEPAC	All goods in International Class 9	No. 213,454	5/31/89	Renewal due 5/31/99; not renewed as per M. Klein's instructions.
Sweden	TIMEPLEX	"microprocessor controlled statistical encoders for time multiplexed transmission of telephone signals, data concentrators for telephone apparatus."	No. 174,859	1/16/81	Renewed to 1/16/01.
Sweden	MICROPLEXER	"devices for transmitting and receiving data from a plurality of sources; data concentrators for telephone apparatus."	No. 173,352	8/29/80	Due for re-renewal 8/29/00
Switzerland	SYNCHRONY	"All in Class 9"	No. 429,789	4/23/96	Renewal due 4/23/06.
Switzerland	TIME/LAN	Apparatus	No. 403,771	3/22/93	Renewal due

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Country	Mark	Goods	Registration	Date of Registration	Remarks
		and instruments for data communications and telecommunications; manuals and instructional books for the aforementioned goods.		3/22/03	
Switzerland	TIME/VIEW	Apparatus and instruments for data communications and telecommunications; manuals and instructional books for the aforementioned goods.	No. 403.772	3/22/93	Renewal due 3/22/03
Switzerland	TIMEPAC	All goods in International Class 9	No. 357.725	8/5/87	Due for renewal 8/5/07
Switzerland	TIMEPLEX	"apparatus for multiple transfers of data."	No. 306.063	10/22/80	Due for renewal 9/24/99
Switzerland	MICROPLEXER	"apparatus for multiple transfers of data."	No. 306.062	10/22/80	Due for renewal 9/24/99
U.S.A.	TIMEPLEX	"data communications equipment for coding and decoding information to and from computers."	No. 959,806	5/29/73	Renewed to 5/29/03.
U.S.A.	TIMEPLEXER	"multiplex data communications apparatus."	No. 1,152,206	4/28/81	Due for renewal 4/28/01
U.S.A.	MICROPLEXER	"statistical multiplexers used in data communi- cations."	No. 1,169,002	9/15/81	Due for renewal 9/15/01
U.S.A.	TIMEPAC	"data and voice communications equipment, namely, intelligent, self-managing communication-oriented distributed package switching	No. 1,539,003	5/16/89	Renewal due 5/16/09

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Country	Mark	Goods	Registration	Date of Registration	Remarks
		exchanges composed of computer- ized nodal processors and supporting computer operating programs.			
U.S.A.	LINEPLEXER	"multiplexer data communications units."	No. 1,183,563	12/29/81	Renewal due 12/29/01
U.S.A.	V.29 PLUS	"modems"	No. 1,293,999	9/11/84	No 8&15 dec- laration to be filed as per Mr. Joshi's in- structions of 6/12/90.
U.S.A.	E/SERIES	"data concentrators for linking clusters of remote terminals to microcomputers comprised of asynchronous statistical multiplexers, synchronous multiplexers, modems, mainframes, control modules, expander modules, power supplies, rack mount adapters and cables."	No. 1,301,387	10/23/84	Exclusive rights to the word "SERIES" disclaimed. Section 8 & 15 declaration accepted 10/24/90 by PTO; renewal. due 10/23/04.
U.S.A.	ELITE ONE	"multi-point concentrator switch for wide area networks and data distribution networks."	No. 1,366,416	10/22/85	Acquired by assignment dated 7/24/91 from Doelz Networks Incorporated and recorded 8/1/91 in Reel 0803/ Frame 0453. Section 8 & 15 Declaration accepted 3/16/92; renewal due 10/22/05.
U.S.A.	LINK/1	"data communication equipment, namely, time division multi-plexers capable of managing a network of inputs."	No. 1,393,845	5/20/86	Renewal due 5/20/06

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COUNTRY	Mark	Goods	Registration	Date of Registration	Remarks
U.S.A.	SENTINEL 424	"electronic devices which continuously monitor and control data communications network as well as devices which respond to ASCII characters or raise or drop a standard EIA voltage (positive or negative) or close an electrical contact."			Application filed March 26, 1984 under Serial No. 73/472335. Application abandoned because no consent could be obtained from Reliance Electric.
U.S.A.	MINILINK/1	"data communications equipment, namely, multiplexers"	No. 1,460,690	10/13/87	Section 8 & 15 Due by 10/13/93; abandoned as per M. Klein, Esq.'s letter of 9/15/93.
U.S.A.	LINK/2	"data communications equipment namely, multiplexers capable of multiplexing and switching a range of voice, data and image digital information from one network node to another in a wide area, area communications network, controlling, monitoring for fault and diagnosing network nodes located at any point in a communications network, and, using both private protocols and established standards to communicate with other nodes in a communications network."	No. 1,153,360	11/22/88	Renewal due 11/22/08
U.S.A.	LPVS	"Data communications equipment namely micro processor controlled voice processors and digital speech interpolators."	No. 1,535,044	4/18/89	No 8&15 filed per M. Klein's letter of 3/30/95.

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Country	Mark	Goods	Registration	Date of Registration	Remarks
U.S.A.	SYNCHRONY	"telecommunications networking systems comprised of multiplexers and hybrid circuit/packet switches for broadband and high capacity narrowband networking applications and services".	No. 2,120,116	12/9/97	8&15 due 12/9/03.
U.S.A.	entreeLINK+	"telecommunications and data communications products, namely, multiplexers".	No. 1,807,199	11/30/93	8&15 due 11/30/99; 8&15 declaration sent to M. Klein on 3/26/99.
U.S.A.	LINK/2+	"Data communications equipment, namely, multiplexers capable of multiplexing and switching a range of voice, data and image digital information from one network node to another in a wide area communications network, controlling, monitoring for fault and diagnosing network nodes located at any point in a communications network, and using both private protocols and established standards to communicate with other nodes in a communications network, and operating manuals therefor".	No. 1,792,448	9/14/93	8&15 due 9/14/99; 8&15 declaration sent to M. Klein on 3/26/99.
U.S.A.	ISOSWITCH	"Communications products, namely, equipment to route traffic over interconnected local and wide area networks"	SN 74/518496	F4/29/94	Abandoned as per M. Klein's instructions of 11/10/95
U.S.A.	ISOHUB	"communications products, namely, equipment to route traffic over interconnected local and wide area networks"	SN 74/518497	F4/29/94	"
U.S.A.	EXPRESS ROUTING	"Communication network products, namely software and hardware systems embodying a network architecture for the	SN 74/481157	F1/24/94	Abandoned as per M. Klein's letter of

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Country	Mark	Goods	Registration	Date of Registration	Remarks
		transport of multiple dissimilar data formats over a single communication network backbone carrying video and voice traffic as well as data traffic."		8/2/96.	
U.S.A.	EXPRESS ROUTING (and design)	"Communication network products, namely software and hardware systems embodying a network architecture for the transport of multiple dissimilar data formats over a single communication network backbone carrying video and voice traffic as well as data traffic and for related written materials."	SN 74/704097 F	7/21/95	Statement of use due 7/21/97; Abandoned since no SOU filed.
U.S.A.	EXPRESS SWITCHING (and design)	"Communication network products, namely software and hardware systems embodying a network architecture for the transport of multiple dissimilar data formats over a single communication network backbone carrying video and voice traffic as well as data traffic and instruction manuals sold as a unit with the goods."	RN 2,129,288	1/13/98	2&15 due 1/13/01
Venezuela	TIMEPLEX	"devices for transmitting and receiving data from a plurality of sources."	No. 102.925.	9/5/83	Registration expires 9/5/98. Renewal must occur between March 5, 1998 and September 5, 1998.
Venezuela	MICROPLEXER	"devices for transmitting and receiving data from a plurality of sources."	SN 6541-99	F 4/16/99	Application pending.
Inter-national Registration	TIME/LAN	"Apparatus and instruments for data communications and telecommunications; manuals and instructional books for the aforementioned	No. 605.870	7/29/93	Due for renewal 7/29/13.

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Country	Mark	Goods	Registration	Date of Registration	Remarks
		goods." Countries included in registration are Austria, Benelux, China, Croatia, Russia, France, Hungary, Italy, Poland, Portugal, Czech Republic, Slovakia, Spain, Ukraine 7270/44115			
Inter-national Registration	TIME/VIEW	"Apparatus and instruments for data communications and telecommunications; manuals and instructional books for the aforementioned goods." Countries included in registration are Austria, Benelux, China, Croatia, Russia, France, Hungary, Italy, Poland, Portugal, Czech Republic, Slovakia, Ukraine; Spain - Class 16 goods only 7270/44116	No. 605.871	7/29/93	Due for renewal 7/29/13.
Inter-national Registration	SYNCHRONY	"All goods in International Class 9. Country included is China. 7270/40748-CI	No. 662.013	8/22/96	Due for renewal 8/22/06.
European Union	SYNCHRONY	Scientific, nautical, surveying, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; electric and electronic apparatus and instruments (as far as including in class 9); apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus, cash register, calculating machines, data processing equipment and computers; fire-extinguishing apparatus, computer-hardware and software, peripherals; telecommunications networking systems comprised of multiplexers and hybrid circuit/packet switches for broadband and high capacity narrowband networking applications and services. 7270/40748-EEC	No.000312553	4/3/96	Opp. filed by Beckman Instruments.