FORM PTO-1594 (Rev. 6-93) REC 04-12-2 OMB No. 0651-001 (Hexp. 4/94)	2001 SHEET U.S. DEPARTMENT OF COMM Patent and Trademark				
fab settings = = +					
1016/3					
Name of conveying party(ies):	Name and address of receiving party(ies)				
TIMEPLEX FEDERAL SYSTEMS, INC.	Name: Foothill Capital Corporation as Agent				
12150 Honument Drive, Suite 750 Fairfax, VA 22033	Internal Address: Suite 3000W				
☐ Individual(s) ☐ Association					
General Partnership Limited Partnership	Street Address: 3450 Colora do Avenue				
☐ Corporation-State Delaware ☐ Other	city: Santa Monica State: Of ZIP: 90404				
Additional name(s) of conveying party(les) attached? Yes X No	☐ Individual(s) citizenship☐ ☐ Association				
3. Nature of conveyance:	☐ General Partnership				
	☐ Limited Partnership				
☐ Assignment ☐ Merger	Corporation-State Colifornia				
☐ Security Agreement ☐ Change of Name	Other				
other Amendment to Trademark Security	If assignee is not domicted in the United States, a domestic representative design is anached:				
Execution Date: April 3, 2001	(Designations must be a separate document from assignment)				
Application number(s) or patent number(s):	Additional name(s) & address(es) attached? D Yes No				
· · · · · · · · · · · · · · · · · · ·					
A. Trademark Application No.(s)	B. Trademark Registration No.(s)				
Please see attached Schedule A.	Please sec attached Schedule A.				
Additional numbers att	ached? X Yes No 959 () 6				
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:				
Name: Brobeck, Phieger & Harnson LLP	7. Total fee (37 CFR 3.41)				
Internal Address:					
	☼ Enclosed				
Attn: Kimberley A. Lathmp	☐ Authorized to be charged to deposit account				
1	and the second s				
Street Address: 550 South Itape Street	8. Deposit account number.				
City: LOS Angeles State: CA ZIP: 9007]	(Attach duplicate copy of this page if paying by deposit account)				
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City: LOS Angeles State: CA ZIP: 9007] 04/12/2001 DBYRNE 00000093 959806 01 F0: 181 22 Statement and signature. 40.00 BP 12 Statement and signature. 475.00 BP To the best of my knowledge and bellet, the foregoing inform	(Attach duplicate copy of this page if paying by deposit account) E THIS SPACE nation is true and correct and any attached copy is a true copy				
City: LOS Angeles State: CA ZIP: 9007] 04/12/2001 DBYRNE 00000093 959806 01 F0:101 92 Statement and signature. 475.00 DP To the best of my knowledge and bellef, the foregoing inform the briginal document.	(Attach duplicate copy of this page if paying by deposit account) E THIS SPACE nation is true and correct and any attached copy is a true copy OH-10-0 Date				
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TRADEMARKS

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			Date of	
Councry Mark	Goods	Régistration	Registration	Remarks
	and inscrument for data communand telecommun manuals and in books for the	nications ications; structional	goods .	3/22/03
Switzerland TIME/VIEW	Apparatus and instrument for data commun and telecommun manuals and in books for the	nications ications; scructional	3/22/93 goods.	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 MICROPLEXE	<pre>"apparatus for multiple transfers of data."</pre>	No. 306.062	10/22/50	Due for renewal 9/24/99
U.S.A. TIMEPLEX	"data communications equipment for coding and decoinformation to from computers.	and -	5/29/73	Renewed to 5/29/03.
U.S.A. 13.122	iltiplex data ommunications oparatus."	No. 1,152,206		Due for renewal 4/28/01
į.	tatistical ultiplexers used n data communi- ations."	No. 1,159,002	9/15/81	Due for renewal 9/15/01
U.S.A. TIMEPAC "d co eq in	ata and voice mmunications uipment, namely, telligent, self- mmunication-orie stributed packag	nceu	5/16/89	Renewal due 5/16/09
dí	ecripuced Packag			

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	Countr	√ W≯rK	Goods	Registration	Registratio	n_Remarks
			exchanges composed ized nodal process supporting compute programs.	of computer- ors and		
5	U.S.A.	LINEPLEXER	"multiplexer data communications units."	No. 1,183.563	12/29/81	Renewal due 12/29/01
Y	U.S.A.	V.29 PLUS	"modėms"	No. 1,293,999	9/J¹/84	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 cluster of remote terminals to microcomputers comprised of asynch statistical multiple synchronous multiple modems, mainframes, control modules, ex modules, power supprack mount adapters cables."	rs aronous exers, exers, pander	d S d a 1 b	exclusive rights to the word SERIES" isclaimed. ection 8 & 15 eclaration ecepted 0/24/90 y PTO; renewal. ue 10/23/04.
8	U.S.A.	ELITE ONE	"multi-point concentrator switch for wide area networdistribution networ	rks and data	as 7/ D In re in Fr Se De ac	quired by signment dated 24/91 from Delz Networks corporated and corded 8/1/91 Reel 0803/ame 0453. Ction 8 & 15 claration cepted 3/16/92; newal due /22/05.
9	U.S.A.	LINK/l	"data communication equipment, namely, division multi-ple of managing a network."	time exers capable	s/	newal duë 20/06

- 19 -

Date of Country Mark Goods 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 No 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.'8 letter of

9/15/93.

11/22/08

// U.S.A. LINK/2

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 privace prococols and established standards to communicate with other nodes in a communications network.

"data communications No. 1,153,360 11/22/88 Renewal due

/A U.S.A. LPVS

"Data No. 1.535,044 4/18/89 communications equipment namely micro processor controlled voice processors and digital speech interpolators."

No 8615 filed per M. Klein's letter of 3/30/95.

	_				Date of	
	Country	Mark	Goode	Registration	Registration	Remarks
/3	3 U.S.A.	SYNCHRONY	networking sys comprised of m and hybrid cir switches for b	ultiplexers cuit/packet roadband and high wband networking		8£15 due 12/9/03.
4	U.S.A	encreeLINK+	and data commun		7,199 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+	equipment, name multiplexers ca multiplexing and range of voice, digital informations in the controlling, more and diagnosing and diagnosing and diagnosing and diagnosing are communications are both private prostandards to communication and communications are standards to communications are standards are standards are standards to communications are standards to communications are standards are standards.	pable of d switching a data and image tion from one another in a nicacions network nicoring for faul network nodes	c, lt ng olished ther	8&15 due 9/14/99; 8&15 declaration sent to M. Klein on 3/26/99.
W	U.S.A.	ISOSWITCH	"Communications	products, SN 74/ nt to route traff local and wide an	/518496 F4/29/9 Fic over	AAbandoned as per M. Klein's instructions of 11/10/95
17	U.S.A.	Isohur	equipmen	products, SN 74, nt to route trafi local and wide as	tic over	
(Ô	U.S.A.	express routing	"Communication products, namel hardware system network archite	y software and sembodying a	/481157 F1/24/9	as per M. Klein's letter of

				Date of	
Country	Mark	Goods	Registration	Registrati	on Remarks
		transport of mudata formacs over communication necessarying video as well as data	er a single etwork backbon and voice trafi	e	8/2/96.
U.S.A.	EXPRESS ROUTING (and design)	*Communication reproducts, namely hardware systems network architectransport of muldata formats overcommunication network arrying video as well as data related written	software and embodying a cure for the tiple dissimiler a single twork backbone nd voice traffic and fo	ar :	0/21/95 Statement of use due 7/21/97; Abandoned since no 50U filed.
U.S.A.	EXPRESS SWITCHING (and design)	"Communication of products, namely hardware systems network architectransport of muldata formats ove communication networking video as well as data instruction manually with the good	software and embodying a cure for the tiple dissimily a single twork backbone and voice traffic and als sold as a		3/98 8£15 due 1/13/04
Venezuela	TIMEPLEX	"devices for transmitting and data from a plura sources."	No. 102.925 receiving lity of	9/5/83	Registration expires 9/5/98. Renewal must occur between March 5, 1998 and September 5, 1998.
venezuela	MICROPLEXER	"devices for cransmicting and receiving data front plurality of sour	SN 6541-99	 F 4/16/99	Application pending.
Incer- nacional Regiscrat	TIME/LAN	"Apparatus and instruments for data communication manuals and instruments for the affi	ns; ructional	7/29/93	Due for renewal 7/29/13.

Planghaken (Registered and Pending)

ACTIVE

TIREOLEX.

Argentina Australia Austria Benetus Brazil Tanada Chile

Jenmark
Fintand
France
Germany
Great Britzin
Hong Cong

Singapore
South Africa
Sweden
Sweden

Venezueca

Israel Italy

Corea (South)
Hexico
Hexico
Hew Zealand

STYCHRONY

European Unian International - China

Argentina Australia (2) Bratil Canada india iagan nalaysio Mexica

Yew Zealand South Africa Switzerland

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South Cores: TIMEPLEX LINC/2

EXPRESS SUITCHING

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S-Itzerta-d

Internationals

Austria
Chins
Russia
Hungary
Foland
Czech Republic

Fene: UA

France

Italy

Portugal

Slavatia

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OTHER RESISTERED TRADEMARKS - INACTIVE

· : HEBEC

Allowing to lause as of renewal datos. Still vacios

australia Benetua Canada Genmack Creat Britain Kang Kong

:reland

Satin Sweden Switzerland U.S.A.

THE/LAW

Canada (2) Switterland

[nternstionsl:

Senetux China Croatia 4ussia France aungary

AUSTEIS

italy
Potand
Portugal
Czech Zopublic
Slovakia

ukraine

MICHOPLEXER

Allowing to tapes as of renewal date. Still valid:

AUSTRALIA
AUSTRIA
Zenelux
Canada
france
Germany
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traiv
Kores (South)
Hew Zeeland
Notway
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Singagore
South Africa
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Canada U.2.4.

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Canada

LIMEPLEXER

U.S.A.

ELITE ONE

u.S.A.

3

TRADEMARK

REEL: 002269 FRAME: 0159

Country	Mark	Goods	Registration	Date of Registrat	ion Remarko
Argentina	MICROPLEXER	"all in No Class 18, especially multiplexers for use with computers."	o. 963,720	3/6/80	abandoned per client's ltr. of 3/12/90
Argentina	SYNCHRONY	"all in No Class 9"	.1,639,980	7/31/97	Renewal due 7/31/07.
Argentina	TIMEPLEX	"all in No Class 18, especially multiplexers for use with computers."	.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, in- cluding equip- ment for transmitting and receiving data from a plurality of sources."	NO. A339,505	10/27/79	Due for renewal 10/29/00
Auscralia	MICROPLEXER	"computer No systems, in- cluding equip- ment for transmitting and receiving data from a plurality of sources."	o. A339,506	10/29/79	Due for renewal 10/29/00
Auscralia	TIMEPAC	rfamily of pack switching pro and a packet as disassembler us communications.	oducts seembler/ sed in data	9/29/88	Next renewal Que on or before 9/23/07
Australia	MINILINK/1	"data communications equipment, name multiplexers."	No.B4\$2553	4/4/90	Renewal due 9/23/93; not renewed per M. Klein, Esq.'s letter of 9/15/93.

		•	Date of	•
Country	Mark	Goods	Registration Registrati	on Remarks
Australia	SYNCHRONY	"telecommunicat necworking sys	ions No.A570720 1/15/92 cems."	Next renewal due 1/15/09
Australia	SYNCHRONY	in this class the telecommunication comprised of multipacket of the circuit/packet of th	communication nstruments and parts nerefor; and ons networking systems ltiplexers and hybrid switches for broadband ty narrowband networking	Renewal due 4/23/06
Auscria	TIMEPLEX	"Class 9 No. electric and electronic devices and plants for transmitting and processing data and information, microprocessors, data concentrator multiplexers."	93,027 2/11/80	Due for re-renewal 2/28/00
Auacria	MICROPLEXER	electric and electronic devices and plants for transmitting and processing data and information, microprocessors data concentrator multiplexers."		Due for renewal 2/28/00
Benelux	TIMEPAC	All goods in No. International Class 9	. 431,227 7/31/67	Due for renewal 7/31/97: Abandoned as per M. Klein's instructions of 7/30/97.
ßenelux	TIMEPLEX	"Device for No transmitting different signal originating from at least one signal		Renewed to 10/16/99

- 2 -

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Source to a corresponding number of signal receivers. parts and fittings for this device in international Class 9." Benelux MICROPLEXER Device for No. 362,837 10/16/79 Renewed 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." Brazil TIMEPLEX "Hicroprocessor No. 800042160 1/3/84 Renewed to controlled statistical encoders and decoders for time multiplex send renewal transmission of telephone ltr. on trolled statistical multiplexers, switching statistical multiplexers, switching statistical multiplexers, distributed intelligent network switching systems, time division multiplexers, and other equipment as well as design, planning, installation and maintenance services." Brazil MICROPLEXER "data proces No. 800042179 3/20/84 Exclusive rights to the word "MICRO" dispersion of the controlled sparses and accessories therefor." Brazil MICROPLEXER "data proces No. 800042179 3/20/84 Exclusive rights to the word "MICRO" dispersion of the controlled sparses and accessories therefor."					Date of	
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because the control of the word of transmitting and receiving information from multiple sources, parts and accessories to the word as early as 3/21/93; not transmitting transmitting and therefor."			signals, microp	rocessor con-		1/3/03.
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for transmitting and receiving information from multiple sources. parts and accessories cherefor." for transmitting and claimed. Regis- tration will ex- pire on 3/20/94. A. renewal may be filed as early as 3/21/93; not	Brazil	MICKOPHERM		apparatus		
receiving information "Claimed. Registrom multiple sources." tracion will exparts and accessories pire on 3/20/94. Cherefor." Filed as early as 3/21/93; not			for transmitting	and		
from multiple sources. parts and accessories cherefor." fraction will expended that on 3/20/94. A. renewal may be filed as early as 3/21/93; not			raceiving inform	ation	••	Claimed. Regis-
parts and accessories pire on 3/20/94. A. renewal may be filed as early as 3/21/93; not			from multiple EQ	urces,		tration will ex-
therefor." A. renewal may be filed as early as 3/21/93; not			narra and access	ories		pire on 3/20/94.
filed as early as a/21/93; not						A. renewal may be
			C11C2C1C4.			
renewed due co						renewed due to
client's						
						instructions that
MICROPLEXER is no						MICROPLEXER is no

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TRADEMARK REEL: 002269 FRAME: 0162

longer in use.

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COUPERY	Mark	Goods	Regi	SEration	Date of	tion Remarks
B:7						100 Remarks
Brazil	SYNCHRONY	"All in Class 9"	SN 8	19-185-696	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 telecommunication equipment and multiplexers."		281,852	7/28/83	Not renewed since mark is not in use.
Canada	MICROPLEXER	"statistical multiplexers use in data communications."	d	06,075	8/23/85	Due for renewal 8/23/00
Canada	v.29 PLUS	"modems"	No. 30	9,699	12/27/85	Due for renewal 12/27/00
Canada	E/SERIES	"data concentrate systems for linki of remote termina minicomputers com synchronous stati synchronous multi modems, synchrono plexers, mainfram modules, expanded power supplies, radapters and cabl	ing cluid to prised stical plexer bus multiples, co modul ack mo	of multiples ti- ntrol es,	1/10/86 cers,	Due for renewal 1/10/01
Canada	TIMEPAC	"intelligent, self managing communica distributed packet exchanges composed nodal processors a software."	tion-o switc of co	hing mputerized	-1 -1	Due for renewal \$2/5/03
Canada	LPVS	"data communicatio equipment, namely, microprocessor con trolled voice pro- cessors and digita speech interpolato	1-	0.363,471.	11/10/89	Due for renewal 11/10/04

0	Mark	Goods	Pagi damani sa	Date of	
Country	MACK	G0003	Registration	Pedistrac	lon Remarks
Canada	SYNCHRONY	"telecommunic networking eq namely, multi hybrid circui	uipmenc,	866 9/1/9	5 Renewal due 9/1/05.
Canada	TIME/LAN	ducts, namely and fiber dist (FDDI) concentrated technic manuals for use products, name bridges and fi	n pro- No. 425,212 routers, routing he tributed data intercrators; printed macal manuals and opense with communicationly routers, routing the distributed (FDDI) concentrate	oridges, aface anuals, erating ion	Renewal due 3/18/09.
Canada	TIME LAN	and fiber dist (FDDI) concent namely technic manuals for us products, name bridges and fi	routers, routing be ributed data inter rators; printed made and ope with communication for distributed (FDDI) concentrate	oridges, face nuals, rating on	Renewal due 11/5/08
Canada	TIMEPLEX	equipment for information to namely digital multiplexers, and microplexe equipment, name for voice and/celephone line data communical and decoding in namely digital multiplexers, in relation to namely digital modems, encode telecommunicat	ations No. 676,068 coding and decoding and from computers switches, concents modems, encoders, of re; and telecommunically statistical multions equipment for modems, encoders, of switches, concents modems, encoders, of consulting and advit data communication switches, concents modems, encoders, of consulting and advit data communication switches, concents rs, decoders and milion equipment, name or voice and/or dat lines to and from	rators, decoders ication leiplexers on over ing machine redding from comput rators, decoders ar isory servi ns equipmer rators, mul icroplexers ely statist ta transmis	iérs, id ices it, LEiplexers, and cical seion achines"
Cnile	TIMEPLEX		ectric	0/16/92 f:	Renewal of Reg. No. 262.971; Due for
				7	
Finland	TIMEPLEX	"microprocesso	or No. 82510 iscical		Renewed to 8/20/02.

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operated statistical

				Date of	
COUNTRY	Mark	Goods	Registration	Registration	Remarks
		coding apparatus time multiplex to mission of teleph signals, namely concentrators for telephone apparat	rans- none data c		
Finland	MICROPLEXER	"micro-processor controlled reatistical encode for time multiple transmission of telephone signals data concentrator for telephone apparatus."	exed	per	renewed Ms. Klein's of 4/15/92
France	TIMEPLEX	"electrical, electrotechnical and electronic apparatus. their attachment and parts, compuparts; system fo transmission and receiving data g from different sources."	s ter r	9/21/89	Renewal due 9/28/99
Francė	MICROPLEXER	"electrical. electrotechnical and electronic apparatus, their attachment and parts, compu parts; system fo transmission and receiving data g from different sources."	Ç ë r r	9/28/89	Renewal of Reg. No. 1,108,078 daced 9/28/79; renewal due 9/26/99; not renewed as mark no longer used.
France	TIMEPAC	family of packer switching produce and a packet assused in data com	ts · embler/	3 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

				Date of	
Country	Mark	Goods	Registration		Remarks
		statistical transducers for transmitting telephone signals using different time intervals fo different signals data concentrator for telephone equipment.")r :;		10/19/99
Germany	MICROPLEXE	"microprocessor controlled statiss transducers for transmitting telephone signals using different time intervals for different signals; data concentrators for telephone equipment."	c ;	10/19/79	Renewal due 10/19/99
Germany	TIMEPAC	"family of packet switching products and a packet assem disassembler used data communication	bler/ in	26 9/4/86	Renewal due 9/4/96; Not renewed as per M. Klein's inscructions of 8/28/96.
Great Britain	TIMEPLEX	"apparatus and No instruments for use in the transmitting receiving, process; and recording of dand information, as parts and fittings thereof."	g. ing aca	10/3/83	Next renewal due 10/3/04.
Great Bricain	TIMEPLEXER	"apparatus and No instruments for use in the transmitting, receiving, processing and recording of data and information, and parts and fittings thereof."	, ng ca	1.	Next renewal due 10/3/04.

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Country	Mark	Coods	Registration	Date of Registration	<u>Remarks</u>
Great Britain	TIMEPLEXER	"apparatus and instruments, all included in Class and for the operator of a time-sharing of telecommunication telegraph, teleph electronic counting of electronic comparatus and instand parts include a of all the afor	tion basis ions, ng, and puting truments, d in Class	3 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 some		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	3	:	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 apparatu all for distribute intelligent networt and all incorporate timing devices; pa and fittings including Class 9."	ed rko cing arcs	5 7/19/86 . ~~~	Next renewal due 7/19/07
Great Bricain	LPVS	"communications apparatus and instruments, all included in Class		8B 7/14/87	Renewal due 7/14/94; no renewal as per ltr. from M. Klein dated 3/21/94.

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_		Gooda	Pégistration	Date of Registration	Domawies
Country Great Britain	Mark Voplexer	"electronic apparatus for th transmission and of data for use	No. 125001 e receiving	/3 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 ed 7270/29056		991 7/20/87	Next renewal due 7/20/08
Hong Kong	TIMEPLEX	"apparatus for transmicting 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."
Hong Kong	MICROPLEXER	"apparacus for transmicting and receiving data from a plurality of sources."	No. 1749/82	11/16/79	Renewed to 11/16/2000.
India	S YNCHRONY	"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 stati encoders and dec for time multipl transmission of signals, microprontrolled stati multiplexers, swattistical multiplexers and distributed interested."	oders ex relephone ocessor srical itching iplexers,	9/24/79	Renewal due 9/23/00

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Country	Mark	Goods	Registration	Date of Registration	Remarks
		network switching time division mul data concentrator control systems a communications eq in Class 9."	tiplexers, s, network nd data	·	
Ireland	MICROPLEXER	"electrical, electronic and data processing apparatus and instruments all included in Class	No. 9 7353	3/24/83	Renewal due 9/23/00
Ireland	TIMEPAC	family of packet switching products a packet assemble disassembler used data communication	s and r/ in	9/1/86	Renewal dua 9/1/07
Igrael	TIMEPLEY	"microprocessor controlled statistical encode for time multiples transmission of tephone signals; dat concentrators for telephone apparatu	xed ≘le- ca	9/16/82	Renewed to 9/24/00.
Israe).	MICROPLEXER	"micro devices for transmitting and receiving data from a plurality of sources and parts and accessories therefor in Class	No. 48712	7/8/82	Renewed to 9/24/00
Italy	TIMEPLEX	"device for transmitting and receiving data fra plurality of so	No. 380,841 om urces."	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. 450410	3/18/88	Due for

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Country	Mark	Goods	Pegicens	Da	te of	
			CEG12C19	lon Re	gistration	Remarke
		switching produ a packet assemb disassembler us data communicat	ucts and pler/ med in			renewal 9/4/96; Not renewed as per M. Klein's instructions of 8/28/96.
Japan	TIMEPLEX	"electrical No apparatus, alectrical communication apparatus and electronics application apparacus (excluding medical apparatu	. 1.510,080	9/:	28/92	Due for renewal for renewal is 9/28/02
Japan	MICROPLEXER	"electrics No. application machines and instruments."	1,977,633	8/19/8	rene 5/19 asso insc	
Japan	SYNCHRONY	"All in SN 8- Class 9 excluding physical and chem apparatus and ins photographic appa instruments; moti and instruments; and instruments.	ical truments; ratus and - on picture		becw 12/1 5/1/	/07 and
Korea (South)	TIMEPLEX	"communication No apparatus, used in remote comput- ing system, which is transmitting and receiving the data from a plura- lity of sources through a communication line."		1/29/81	Ronev 1/29/	ved to
Korea (South)	MICROPLEXER	"communication No apparatus, used in remote comput-	o. 75141	1/29/81	. 1/29/	ed to

Survey of Ascom Timeplex Trading AG Trademark Applications and Registrations

			•	Date of	
Country	Mark	Goods	Registration	Registrati	on Remarks
		ing system, whis transmitting and receiving data from a plicy of source through & commution line."	che ura- s		to Ascom Timeplex Trading AG since no longer in use.
Korea (South)	entréeLINK+	"fixed multich communication and 6 other go		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+	capable of multi a range of voice digital information network node to a wide area con 2) controlling, and diagnosing at any point in network, and us protocols and e	nanother in munications network nodes long a communication sing both private established stand with other nodes	cork; fault cated s ards	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, geod cinematographic optical, weight controlling, li saving and tead apparatus; and aensitized pape film."	ing, ife- ching		Next renewal due by no later than 6/2/03. Registration also now includes Int'l Classes l. 6. 8. 9. ll. 12. 14 and l6 due to Mexico's adoption of International Classification and its re class ification of old Mexican Class 26.
	•		•	7.	

Country	Mark	Gooda	_ Registration	Pate of Registration Remarks
Mexico	MICROPLEXER	"scientific and medical apparac	-	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	
New Zealand	TIMEPLEX	"microprocessor concrolled statistical encoders for time multiplexed transmission of telepsignals; data contrators for telepaparatus."	e s- hone ncen-	/29/79 Renewed co 10/29/00
New Zealand	MICROPLEXER	"electrical and electronic apparatus, data transmitting and apparatus; comparatus and access cluding compute:	d ordering ucers, their sories in-	29/79 Renewed to:_ 10/29/00
neu Zealand	SYNCHROMY	"Apparatus for recording, train or reproduction or images included systems; parts in this class aforesaid good 7268/40748-NZ	nsmission n of sound uding ions networking and fittings for all the	1/92 Refrenewal due 1/13/13
Norway	TIMEPAC	All goods in	No. 134.495	12/8/88 Renewal due

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Country	Mark	Gooda	Registration	Date of Régistrati	on Remarks
		international Cl	lass 9		12/8/98.
Norway	TIMEPLEX	"microprocessor controlled statistical encoders for tim multiplexed tran mission of telep signals; data-co trators for telepapparatus."	s- hone ncen-	3/25/82	Renewed to 3/25/02
Norway	MICROPLEXER	"computers, data terminals and other apparate for the transmitted and receiving of	ing	12/23/80	Next renewal due 12/23/00
Singapore	TIMEPLEX	"Microprocessor controlled static encoders and decomultiplex transmoved to the color of the colo	stical coders (sic) for ission of s, ontrolled i-plexers statistical stributed ork switching us and e division ta etwork apparatus and other on devices, struments, ttings for	. " "	
singapore	MICROPLEXER	"Apparatus for transmitting and receiving data from a plurality of sources."		93/80 2/	7/80 Renewed to 2/07/01
South Africa	TIMEPLEX	"electrical, electro-technical electronic and scientific appara	,	9/5104 10 1.	/17/80 Renewal due 9/25/99

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Country	Mark	Goods	Registration	Date of	
				Registration	Remarks
		and instrumen	its;		
		apparatus and			
		instruments f			
		ceiving, proc	essina		
	•	transmitting,			
		ferring, excha			
		storing, disp.	lav and		
		out-put of in			
		and data inclu	iding in-		
		formation and	data from		
		a plurality of			
		parts of, acce	SECTION		
		components and			
		for all of the			
		goods."			
		_			
South	MICROPLEXER	"electrical,	No. 79/5105	10/17/80	
frica		electro-technic		10/1/60	Renewal
		electronic and			due 9/25/99
		scientific appa	aracus		3/25/99
		and instruments			
		apparatus and	- •		
		instruments for	r re-		
		ceiving, proces	sing.		
		transmitting, t			
		ferring, exchan			
		storing, displa			
		out-put of info			
		and data includ	•		
		formation and d	-		
		a plurality of			
		parts of, acces			
		components and		· ·	
		for all of the	_		
		goods."			
		gooda.			
	CONCURCITY	"All in	No. 9605104	4/22/96	Applicati
ouch	SYNCHRONY	Class 9".		, 	pending
rica		CIUSS >			T

Country	Mark	Goods	Registration	Date of Registration Re	ama rka
Spain	Timepac	"family of pack products and pa disassembler us communications.	icket assembler, sed in data	o. 1159976 7/20/8	due 7/20/08; Third quin- uennial cax noc paid upon che 6/19/98
					instruc- ions of M.Klein, Esq.
Sweden	TIMEPAC	All goods in International C	No. 213.45 lass 9	4 \$/31/89	Renewal due \$/31/99; not renewed as per M. Klein's instru- ctions.
Sweden	TIMEPLEX .	-microprocessor controlled statistical encoders for to multiplexed training in the signals, data trators for te apparatus."	ime ans. ephone concen-	1/16/81	Renewed to 1/16/01.
sweden	MICROPLEXER	"devices for cransmitting and receiving data from a plurality of s data concentra for telephone apparatus."	NO. 173,352 OUTCES; COTS	8/29/80	Due for re-renewal 8/29/00
Suiczerla	and SYNCHRONY	"All in Class 9"	No. 429.789		Renewal due 4/23/08.
Swiczerla	and TIME/LAN	Apparatus	No.403.771	3/22/93	Renewal due

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Date of Country Mark Goods · Registration Registration Remarks

> goods." Countries included in registration are Austria, Benelux, China, Croatia, Russia, France, Hungary, Icaly, Poland, Portugal, Czech Republic, Slovakia, Spain, Ukraine 7270/44115

Inter-TIME/VIEW national Registration

"Apparatus and No. 605.871 7/29/93 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

SYNCHRONY International Registration

"All goods No. 662.013 Due for renewal 8/22/96 in International Class 9. 8/22/06. Country included is China. 7270/40748-CI

European SYNCHRONY Union

No.000312553 4/3/96 Scientific, Opp. filed nautical, surveying. by Beckman photographic, cinematographic, optical, Instruments. 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 _____ operaced 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

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Due for renewal

7/29/13.

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. <u>Definitions and Construction</u>. 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. <u>Section 1</u> 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.

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"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.

"<u>Debtor</u>" 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.

"<u>Lender</u>" 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. <u>Section 1(b)(ix)</u> 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;

<u>provided</u>, <u>however</u>, 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. <u>Section 11</u> of the Agreement is hereby amended and restated in its entirety as follows:

Section 11. <u>Governing Law</u>. 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. <u>Choice of Law.</u> 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.
- 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.
- 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. <u>Further Assurances</u>. 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

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

6. <u>Reference to and Effect on the Trademark Security Agreement</u>. Upon and after the effectiveness of this Amendment: each reference in the Agreement to "this Agreement", "herein", "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.]

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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

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) <u>Certain Defined Terms</u>. As used in this Agreement, the following terms shall have the following meanings:

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

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"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.

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"<u>UCC</u>" 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) <u>Terms Defined in UCC</u>. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.
- (c) <u>Interpretation</u>. 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.
 - 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

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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"):
 - all state (including common law) and federal trademarks, (x) 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) <u>Certain Exclusions from Grant of Security Interest</u>. 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) <u>Continuing Security Interest</u>. 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 <u>Section 17</u>.
- (d) <u>Incorporation into Security Agreement</u>. 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) <u>Licenses</u>. 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.
- 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. <u>Representations and Warranties</u>. 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) <u>Trademarks Subsisting</u>. Each of the Trademarks listed in <u>Schedule A</u> 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.
- 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 license 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) <u>No Infringement</u>. 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) <u>Powers</u>. 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. <u>Covenants</u>. 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.
- 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.

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- Remedies. From and after the occurrence and during the continuation 8. 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. <u>Binding Effect</u>. 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. <u>Notices</u>. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

- 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.
- 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.
- 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. <u>Counterparts</u>. 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. <u>Security Agreement</u>. 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.
- 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. <u>Termination</u>. 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

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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

Name: Douglas E. Johnston, Jr

Title: Vice/President

FOOTHILL CAPITAL CORPORATION,

a California corporation

Name: Brian Duffy

Title: Vice President

SCHEDULE A

TRADEMARKS

NYFS10...:\86\35886\0403\2005\AGR3248X.540

13/14/97

PASSHARES (Registered and Pending)

ACTIVE

I: a E a l E X

A Trenting Australia 41"72-4 Benetus Brazil Sanada Chile

2 enmare Fintana france Secmeny Great Britain Bur> Bucy

fretang

Singapore South Africa Sweden. Switzertand J. 2. L Venezueca

STYSERONY

European Unian International . China

Australia (2) Bracil

india a span Melaysia **Texica**

vew lealand South Africa Switzerland

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Israel

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HERICO

Cores (Squth)

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LINE/1 LINE/2 LINE/2-

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Canada

South Cores: TIMEPLEX LINE/2

EXPRESS SUITCHING

U.S.A.

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Keres (South) . A . 2 . U

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Seltzertand

Internationals

1 ... : E .. . China Russia *ungary Paland Czech Republic

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Bene: ux Schatte. France : Caly Portugal Slavakia Socin

OTHER RESISTERED TRADEMARKS - LVACTIVE

TIMEDAC

Allowing to lause as of renewal datos. Still vacius

Australia Benetus Canada

Denmack

Great Britain tang Cong : reland HOTHAY

Soain Sweden Switzerland U.S.A.

THE/LAW

canada (2) Switzertand

International: Austria

Senelux China Creetie 4 us 5 1 a France RUNGERY

italy Patand Partugal Czech Republic

Slovakia Spain ukraine

MICHOPLEXER

Allowing to lapse as of renewal date. Still valid:

445774114 AUSTRIA denelux Canada FCERCE Germany

:reland

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wang tang Israel italy Kores (South) Hew Zealand Norway

Singapore South Africa Switzerland U.S.A. Venezuela

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ברייים ליים בל מבין היים בין היים בין

TRADEMARK REEL: 002269 FRAME: 0194

Senmark

TIMEBLEXER

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E/SERIES

Canada

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LIMEPLEXER

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COURTY	mark	Goods	Registration	Date of Registrat	ion Remarks
Argentina	MICROPLEXER	"all in No Class 18. especially multiplexers for use with computers."	. 963,720	3/6/80	abandoned per client's ltr. of 3/12/90
Argentina	SYNCHRONY	"all in No. Class 9"	.1,639,980	7/31/97	Renewal due
Argentina	TIMEPLEX	"all in No. Class 18, especially multiplexers for use with computers."	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 N systems, in- cluding equip- ment for transmitting and receiving data from a plurality of sources."	O. A339,505	10/27/79	Due for renewal 10/29/00
Auscralia	MICROPLEXER	"computer No systems, in- cluding equip- ment for transmitting and receiving data from a plurality of sources."	. A339,506	10/29/79	Due for renewal 10/29/00
Auscralia	TIMEPAC	rfamily of packer switching processed a packet assembler use communications.	ducts sembler/ ed in data	9/29/88	Next renewal Bue on or before 9/23/07
Australia	MINILINK/1	"data communications equipment, name multiplexers."	No.B452553	4/4/90	Renewal due 9/23/93: not renewed per M. Klein. Esq.'s letter of 9/15/93.

		Date of	
Country	mark	Goods Registration Registrati	ion Remarks
C.C.101117-1-A	1101.6		
Australia	SYNCHRONY	"telecommunications No.A570720 1/15/92 networking systems."	Next renewal due 1/15/09
Australia	SYNCHRONY	"electrical and No.707013 11/28/97 electronic telecommunication apparatus and instruments and parts in this class therefor; and telecommunications networking systems comprised of multiplexers and hybrid circuit/packet ewitches for broadband and high capacity narrowband networking applications and services"	4/23/06
Austria	TIMEPLEX	"Class 9 No. 93.027 2/11/80 electric and electronic devices and plants for transmitting and processing data and information, microprocessors. data concentrators, multiplexers."	Due for re-renewal 2/28/00
Austria	MICROPLEXER	"Class 9 No. 93,069 10/16/79 electric and electronic devices and plants for transmitting and processing data and information, microprocessors, data concentrators, multiplexers."	Due for renewal 2/28/00
Benelux	TIMEPAC	All goods in No. 434,227 7/31/67 International Class 9	Due for renewal 7/31/97: Abandoned as per M. Klein's instructions of 7/30/97.
Benelux	TIMEPLEX	"Device for No. 362,838 10/16/79 transmitting different signals originating from at least one signal	Renewed to 10/16/99

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				Date of	
Country	Mark	Goods	Registration		ion Remarks
Country	Hath	source to a componding number signal received parts and fitting for this device international of	rres- of rs. ings in		
Benelux	MICROPLEXER	Device for National Contractions of the second seco	om gnai res- of s, ngs in	16/79	Renewed to 10/16/99
Brazil	TIMEPLEX	"Microprocessor controlled state and decoders for cransmission of signals, microperolled statist plexers, switch multiplexers, decligent network systems, time deplexers, data control and other equipas design, plan lation and main services."	istical encoder r time multiple telephone rocessor con- ical multi- ing statistical istributed in- rk switching ivision multi- oncentrators, led systems, ment as well ning, instal	rs :x	Renewed to 1/3/04; send renewal ltr. on 1/3/03.
grazil	MICROPLEXER	"data proces- sing apparatus, for transmitting receiving inform from multiple so parts and access therefor."	and ation ources,	3/20/84	Exclusive rights to the word "MICRO" dis- claimed. Regis- tration will ex- pire 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.

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COUPERY	Mark	Goods	Registration	Date of	ion Pimarks
Brazil	SYNCHRONY	"All in Class 9"	SN 819-185-698		Application published on 7/15/97; opposition deadline ends 9/15/97. Application will be examined thereafter.
Canada	TIMEPLEXER	"digital and statistical telecommunicatio equipment and multiplexers."	No. 281,852 ns	7/28/83	Not renewed since mark is not in use.
Canada	MICROPLEXER	"statistical multiplexers use in data communic tions."		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
Canadā	E/SERIES	"data concentrate systems for link; of remote termina minicomputers con synchronous statistynchronous mult:	ing clusters als to mprised of istical multiple iplexers,	1/10/86 exers,	Due for renewal 1/10/01
		modems, synchrone plexers, mainfrag modules, expanded power supplies, adapters and cabi	mes, control d modules, rack mount		
Canada	TIMEPAC	"intelligent, seld managing communicated distributed packet exchanges composed nodal processors software."	acion-oriented c switching d of computerize	4*	Due for renewal \$2/5/03
Canada	Pbas	"data communication of the com	, n- - al	1.11/10/89	Due for renewal 11/10/04

- 4 -

	Maria I.	c	Begige	Date of	
Соппску	Mark	Goods	Registration	Pegistraci	on Remarks
Canada	SYNCHRONY	"telecommunica networking equ namely, multip hybrid circuit	ipment,	866 9/1/95	Renewal due 9/1/05.
Canada	TIME/LAN	ducts, namely and fiber dist (FDDI) concent namely technic manuals for usproducts, name bridges and fill	pro- No. 425,212 routers, routing he ributed data interpreted materials and open with communicating routers, routing the distributed (FDDI) concentrate	oridges, flace inuals, erating on	Renewal due 3/18/09.
Canada	TIME LAN	ducts, namely and fiber distant (FDDI) concentrated namely technical manuals for use products, namely bridges and fib	pro- No. 419,139 routers, routing be sibuted data inter- rators; printed ma- al manuals and ope- with communication of the communication of the communication of the communication of the concentrate (FDDI) concentrate	ridges, face nuals, rating on	Renewal due 11/5/08
Canada	TIMEPLEX	equipment for of information to information to namely digital mulciplexers, mand microplexer equipment, name for voice and/of telephone lines data communicate and decoding in namely digital multiplexers, microplexers; of in relation to namely digital modema, encoder telecommunicati	ctions No. 676,068 coding and decoding and decoding and from computer: switches, concent; odems, encoders, of; and telecommun: ly statistical multiple to and from bank; ions equipment for formation to and switches, concent; odems, encoders, consulting and advidata communication; switches, concent; of the concent; on equipment, name or voice and/or dailines to and from	rators, decoders ication ltiplexers on over ing machine r coding from comput rators, decoders an isory servi ns equipmer rators, mul icroplexers ely statist ta transmis	érs, d .ces .t., .tiplexers, .and .ical
Chile	TIMEPLEX		ctric	0/16/92 £;	Renewal of Reg. No. 262.971; Due for
Finland	TIMEPLEX	"microprocesso operated stati	r No. 82510 Scical	8/20/82	Renewed to 8/20/02.

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				Date of	
Country	Mark	Goods	Registration	Registration	Remarks
·		coding apparatus time multiplex t mission of telep signals, namely concentrators for telephone appara	rans- hone data r		
Finland	MICROPLEXER	"micro-processor controlled reactistical encoding the first state of the control of telephone signals data concentrator for telephone apparatus."	exed	per	renewed Ms. Klein's of 4/15/92
France	TIMEPLEX	"electrical, electrotechnical and electronic apparatus. their attachment and parts, compuparts; system fo transmission and receiving data g from different sources."	s cer or	9/21/89	Renewal due 9/28/99
Francé	MICROPLEXER	"electrical. electrotechnical and electronic apparatus, their attachment and parts, compu parts; system fo transmission and receiving data g from different sources."	s cer r	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 packer switching produce and a packet assused in data com	embler/	3 9/2/86	Renewal due 9/2/96; not renewed as per M. Klein's instructions of 8/28/96.
Germany	TIMEPLEX	"microprocessor controlled	ио. 1000662 ·	10/19/79	Renewal due

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Survey of Ascom Timeplex Trading AG Trademark Applications and Registrations

Date of

Country	Mark	Goods	Registration F	Pace of	D - 1
				CENTACT SCION	Remarks
		statistical transducers for transmitting telephone signal using different time intervals for different signal; data concentrator for telephone equipment."	or 5;		10/19/99
Germany	MICROPLEXER	"microprocessor controlled statis transducers for transmitting telephone signals using different time intervals fo different signals data concentrator for telephone equipment."	r ;	10/19/79	Renewal due 10/19/99
Germany	TIMEPAC	"family of packet switching products and a packet asser disassembler used data communication	mbler/ in		Renewal due 9/4/96; Not renewed as per M. Klein's instructions of 8/28/96.
Great Britain	TIMEPLEX	"apparatus and instruments for us in the transmitting receiving, process and recording of and information, aparts and fittings thereof."	e ag, sing data and		Next renewal due 10/3/04.
Great Bricain			J. .ng .ca	2/3/83	Next renewal due 10/3/04.

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ANY ART PATTER TOT ATTRIFFARM

Country	Mark	_Coods	Registration	Date of Registration	Remark-
Great Britain	TIMEPLEXER	"apparatus and instruments, all included in Class and for the opera of a time-sharing of telecommunicat radio, television telegraph, telephelectronic counting of electronic compaparatus and instand parts included of all the afore	No. 970,050 9, tion basis ions, one, ng, and puting trumencs, d in Class		Not to be renewed per Marilyn Klein, Esq. 's 12/10/91 letter.
Great Britain	MICROPLEXER	"electronic apparatus for transmitting and receiving data fro a plurality of sou		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	ý. " '~	:_	Application filed on 2/13/83 under Serial No. 1190976. Abandoned per client's instructions of 5/6/85
Great Britein		"Electronic packet switching apparatus all for distributed intelligent network and all incorporati timing devices; par and fittings includ- in Class 9."	is ng res	7/19/86	Next renewal due 7/19/07
Great Britain		"communications apparatus and instruments, all included in Class 9	No. 13157888	1	Renewal due 7/14/94; no renewal as per ltr. from M. Klein dated 3/21/94.

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Country	Mark	Goods	Registration	Date of Registration	Remarks
Great Britain	VOPLEXER	"electronic apparatus for transmission at of data for use	No. 12500	073 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 7270/29056		1991 7/20/87	Next ranewal due 7/20/08
Hong Kong	TÍMEPLEX	"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.
Kong 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 static encoders and decoders for time multiple transmission of signals, microprocontrolled static multiplexers, switches and the distributed interpolation of the static static and the static static and the static static static and the static	oders ex telephone ocessor stical itching iplexers,	9/24/79	Renewal due 9/23/00

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Country	Mark	Goods	. Registration	Date of Registration	Péma ut.
		network switchin time division mudata concentrate control systems communications e in Class 9."	ng systems, plantiplexers, prs, network and data		AZIIRII X S
Ireland	MICROPLEXER	"electrical, electronic and data processing apparatus and instruments all included in Class	No. 97353	3/24/83	Rènewal due 9/23/00
Ireland	TIMEPAC	family of packet switching product a packet assemble disassembler used data communication	s and er/ lin	9/1/86	Renewal due 9/1/07
Igrael	TIMEPLEX	"microprocessor controlled statistical encode for time multiple: transmission of tophone signals; day concentrators for telephone apparate	xed £le- ta	9/16/82	Renewed to 9/24/00.
Israe).	MICROPLEXER	"micro devices for transmitting and receiving data from a plurality of sources and parts and accessories therefor in Class	No. 48712	7/6/82	Renewed to 9/24/00
Italy	TIMEPLEX	"device for transmitting and receiving data from a plurality of sou		11/22/85	Due for renewal 10/17/99
Italy	MICROPLEXER	"device for transmitting and receiving data from a pluralicy 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

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Country	Mark	Goods	Pagineu.	Date of	
			REGISTRA	ion Registra	tion Remarks
		switching produced a packet assembler us disassembler us data communicat	bler/ sed in		renewal 9/4/96; Not renewed as per M. Klein's instructions
Japan	TIMEPLEX	"electrical No apparatus, electrical communication apparatus and electronics application apparatus (excluding medical apparatus	e. 1.510,080	9/28/92	of 8/28/96. Due for renewal 6/28/02; final date for renewal is 9/28/02
Japan	MICROPLEXER	"electrics No. application machines and instruments."	1,977,633	8/19/87	Due for renewal 5/19/97; associate instructed not to renew on 5/1/97.
Japan	SYNCHRONY	"All in SN 8-Class 9 excluding physical and chemapparatus and insphotographic appainstruments; motiand instruments; and instruments.	g mical struments; aratus and on picture		Renewal due between 12/1/07 and 5/1/08.
Korea (South)	TIMEPLEX	"communication Napparatus, used in remote computing system, which is transmitting and receiving the data from a plurality of sources through a communition line."		1/29/81	Renewed to 1/29/01
Korea (South)	MICROPLEXER	"communication N apparatus, used in remote comput-		1/29/81	Renewed to 1/29/01: mark not assigned

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Country	Mark	Goods	Registration	Date of Registrati	on Remarks
		ing system, whi is transmitting and receiving to data from a plu lity of sources through a commutation line."	; the tra-		to Ascom Timeplex Trading AG since no longer in use.
Korea (South)	entréeLINK+	"fixed multicha communication a and 6 other goo		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+	capable of multa range of voice digital information network node to a wide area come?) controlling, and diagnosing at any point in network, and us protocols and e	another in munications network nodes lo a communication ing both private stablished standwith other nodes	cching ork; fault ocated is	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, geod cinematographic optical. weighi controlling, li saving and teac apparatus, and sensitized pape film."	ng, fe- ching	8/6/84	Next renewal due by no later than 6/2/01. Registration also now includes Int'l. Classes l. 6. 8. 9. ll. 12. 14 and l6 due to Mexico's adoption of International Classification and its re class ification of old Mexican Class 26.

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Norway

Survey of Ascom Timeplex Trading AG Trademark Applications and Registrations

Date of Country Mark Goode Registration Registration Remarks MICROPLEXER "scientific and Mexico Application filed on medical apparacus." 2/28/80 under Serial No. 163,481. Regiatration 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. "All in Mexico SYNCHRONY SN 260986 4/26/96 Application Class 9" pending "microprocessor No. 130,105 10/29/79 Renewed TIMEPLEX New controlled zealand statistical 10/29/00 encoders for time multiplexed transmission of telephone signals; data concentrators for telephone apparatus. " No. 130,106 10/29/79 Renewed "electrical MICROPLEXER New and electronic to. Zealand apparatus, data processing 10/29/00 transmitting and ordering apparatus; computers, their parts and accessories including computer peripherals." "Apparatus for RN 215583 1/13/92 " Re renewal due SYNCHRONY Neu recording, transmission 1/13/13 Zealand or reproduction of sound or images including telecommunications networking systems; parts and fittings in this class for all the aforesaid goode". 7268/40748-NZ All goods in No. 134.495 12/8/88 Renewal due TIMEPAC

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Country	Mark	Goods .	Registration	Date of Registrati	ion Remarks
		international Cl	.ass 9		12/8/98.
Norway	TIMEPLEX	"microprocessor controlled statistical encoders for tim multiplexed tran mission of telepisignals; data-contrators for telepapparatus."	e hone ncen-	3/25/82	Renewed to 3/25/02
Norway	MICROPLEXER	"computers, data terminals and other apparate for the transmitt and receiving of	ing	12/23/80	Next renewal due 12/23/00
Singapore	TIMEPLEX	"Microprocessor controlled static encoders and decomultiplex transmostelephone signal microprocessor of statistical multiplexers, distribution intelligent network devices, apparations truments, time multiplexers, da concentrators, no control devices, and instruments data communicatic apparatus and in and parts and finall the aforesai	stical coders [sic] for coders [sic] for controlled i-plexers statistical stributed cork switching cus and ce division ta cetwork apparatus and other on devices struments, trings for	2/7/80 or time	Renewed to 2/07/01
Singapore	MICROPLEXER	"Apparatus for transmitting and receiving data from a plurality of sources."		193/80 2/	7/80 Renewed to 2/07/01
South Africa	TIMEPLEX	"electro-technical electronic and scientific appara	•	79/5104 10 1.	0/17/80 Renewal due 9/25/99

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Country Mark Goods Registration Registration Remarks

and instruments;
apparatus and
instruments for receiving, processing,
transmitting, transferring, exchanging,
storing, display and
out-put of information
and data including information and data from
a plurality of sources:
parts of, accessories,
components and fittings
for all of the aforesaid
goods."

South MICROPLEXER Africa

"electrical, No. 79/5105 electro-technical, electronic and scientific apparatus and instruments: apparatus and instruments for receiving, processing, transmitting, transferring, exchanging, storing, display and out-put of information and data including information and data from a plurality of sources; parts of, accessories, components and fittings for all of the aforesaid goods. *

South Africa SYNCHRONY

"All in Class 9".

No. 9605304

4/22/96

10/17/80

Application pending

: -

Renewal

9/25/99

due

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				Date of	
Country	Mark	Goods	Registration	Registration Re	emarks
Spain	TIMEPAC	"family of pac products and p disassembler u communications	acket assembler, sed in data	o. 1159976 7/20/8 /	Renewal due 7/20/08, Third quin- uennial tax not paid upon the 6/19/98 instruc- ions of M.Klein, Esq.
Sweden	TIMEPAC	All goods in International C	No. 213,45 Class 9	4 S/31/89	Renewal due S/31/99; not renewed as per M. Klein's instru- ctions.
Sweden	TIMEPLEX	"microprocessor controlled statistical encoders for to multiplexed traission of tell signals, data trators for tell apparatus."	ime ans- ephone concen-	1/16/81	Renewed to 1/16/01.
sweden	MICROPLEXER	"devices for cransmitting and receiving data from a plurality of s data concentra for telephone apparatus."		8/29/80	Due for re-renewal 8/29/00
swiczerla	and synchrony	"All in Class 9"	No. 429.789	The state of the s	Renewal due 4/23/06.
Switzerla	and TIME/LAN	Apparatus	No.403.771	3/22/93	Renewal due

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Country Mark	Goods	Régistration	Date of Registration	Remarks
	and instrumen for data commu and telecommu manuals and i books for the	nunications nications;	góoda .	3/22/03
Switzerland TI	ME/VIEW Apparatus and instrumen for data commu- and telecommu- manuals and in books for the	unications nications:	3/22/93 goods .	Renewal due 3/22/03
Switzerland TI	MEPAC All goods in International Class 9	No. 357.735	8/5/87	Due for renewal 8/5/07
Switzerland TIM	ePLEX "apparatus for multiple transfers of data."	No. 306.063	10/22/80	Due for renewal 9/24/99
Switzerland MIC	OPLEXER "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 decinformation to from computers	oding .	\$/29/73 : -	Renewed to 5/29/03.
U.S.A. TIMEPLEX	ER "multiplex data communications apparatus."	No. 1,152,206	4/28/81	Due for renewal 4/28/01
U.S.A. MICROPLE	XER "statistical multiplexers used in data communi- cations."	No. 1,169,002	9/15/81	Due for renewal 9/15/01
U.S.A. TIMEPAG	"data and voice communications equipment, namely, intelligent, self-communication-oried distributed package	managing inted	5/16/89	Renewal due 5/16/09

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				Date of	
Countr	∨ Mark	Goods	Registration	Registrati	on Remarks
		exchanges composed ized nodal processe supporting computer programs.	ors and		
U.S.A.	LINEPLEXER	"multiplexer data communications units."	No. 1,183.563	12/29/8:	Renewal due 12/29/01
U.S.A.	V.29 PLUS	"modēms"	No. 1,293,999	9/J ¹ ./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 cluste of remote terminal to microcomputers comprised of asynchestatistical multiple synchronous multiple modems, mainframes control modules, exmodules, power supprack mount adapters cables."	rs s hronous lexers, lexers, xpander plies,	7 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 netwo distribution network	orks and data	₹	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/l	"data communication equipment, namely division multi-ploof managing a net	, time exers capable	1	Renewal dué 5/20/06

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Date of Country Mark Goods Registration Remarks

U.S.A. SENTINEL 424

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"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 No. 1,460,690 10/13/87 Section 8 & 15 communications Due by equipment, namely, 10/13/93; multiplexers"

Due by 10/13/93; abandoned as per M. Klein, Esq. 's letter of 9/15/93.

U.S.A. LINK/2

equipment namely, multiplexers 11/22/08 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.

"data communications No. 1,153,360 11/22/88 Renewal due

U.S.A. LPVS

"Data No. 1.535,044 4/18/89 communications equipment namely micro processor controlled voice processors and digital speech interpolators."

No 8615 filed per M. Klein's letter of 3/30/95.

Country	Mark	Goods	Registration	Date of Registration	Dimarko
U.S.A.	SYNCHRONY	"telecommunicat networking system comprised of muland hybrid circus switches for brocapacity narrows applications and	ions No.2,120, ems ltiplexers lit/packet padband and high pand networking	116 12/9/97	8&15 due 12/9/03.
U.S.A.	encrecLINK+	"telecommunicati and data communi products, namely	cations	7,199 11/30/93	8615 due 11/30/99 8615 declaration sent to M. Klein on 3/26/99.
U.S.A.	LINK/2+	"Data communicate equipment, namel multiplexers cap multiplexing and range of voice, digital informat network node to wide area communications in located at any promunications in both private prostandards to communicating main and operating main and operating main mand communications are standards to communications and operating main and operating main main main mand main main main main main main main main	y. able of switching a data and image ion from one another in a ications networ itoring for fau etwork nodes oint in a etwork, and usi tocols and esta municate with o nications netwo	k, lt ng blished ther -	0&15 due 9/14/99; 8&15 declaration sent to M. Klein on 3/26/99.
v.s.A.	ISOSWITCH	"Communications namely, equipment interconnected la	t to route traf	fic over	04Abandoned as per M. Klein's instructions of 11/10/95
U.S.A.	ISOHUE	"communications namely, aquipmen interconnected 1	t to route traf	fic over	94 "
U.S.A	EXPRESS ROUTING	"Communication n products, namely hardware systems network archite	software and embodying a	/481157 F1/24/	Abandoned as per M. Klein's letter of

Country	Mark	Goods	Persiah mani-	Date of		
5:20:1019			Registration	Requatrati	on Rem	arks
		data formacs ov communication n	etwork backbone and voice traffi	·		8/2/96.
U.S.A.	EXPRESS ROUTING (and design)	data formats over communication no	y software and sembodying a cture for the ltiple dissimilarer a single thought backbone and voice traffic traffic and for		7/21/95	Statement of use due 7/21/97; Abandoned since no SOU filed.
U.S.A.	EXPRESS SWITCHING (and design)	"Communication in products, namely hardware systems network architectransport of muldata formats ove communication necarrying video as well as data instruction manuful with the good	software and embodying a ture for the tiple dissimilar r a single twork backbone nd voice traffic and als sold as a			8&15 due 1/13/04
Venezuela	TIMEPLEX	"devices for transmitting and a data from a plural sources."		9/5/83	Registration expires 9/5/98. Renewal must occur between March S, 1998 and September S, 1998.	
venezuela	MICROPLEXER	"devices for transmicting and receiving data fro plurality of source	SN 6541-99 om a ces."	F 4/16/99	Applica pending	
Incer- nacional Registrati	TIME/LAN	"Apparatus and instruments for data communication manuals and instrubooks for the aformation of the af	s; uctional	7/29/93	Oue for 7/29/13	renewal

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Date of COUNTRY Mark Goods Registration Registration Remarks

goods." Countries included in registration are Austria. Benelux, China, Croatia, Russia, France, Hungary, Icaly, Poland, Portugal, Czech Republic, Slovakia, Spain, Ukraine 7270/44115

TIME/VIEW Inter-

national Registration

"Apparatus and No. 605.871 7/29/93 Due for renewal instruments for 7/29/13. 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

7270/40748-CI

7270/40748-EEC

RECORDED: 04/12/2001

SYNCHRONY Inter-

national Registration

"All goods No. 662.013 8/22/96 Due for renewal in International Class 9. 8/22/06. Country included is China.

European SYNCHRONY Union

No.000312553 Scientific, 4/3/96 Opp. filed nautical, surveying, by Beckman photographic, cinematographic, optical, Instruments. 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 apparacus, computer-hardware and software, peripherals; relecommunications networking systems comprised of multiplexers and hybrid circuit/packet switches for broadband and high capacity marrowband networking applications and services.

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