

12-06-2001



SHEET

101908405

11-2-01

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

<b>Submission Type</b>	<b>Conveyance Type</b>
<input checked="" type="checkbox"/> New	<input checked="" type="checkbox"/> Assignment <input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation) Document ID#	<input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year
<input type="checkbox"/> Correction of PTO Error Reel # Frame #	<input type="checkbox"/> Merger
<input type="checkbox"/> Corrective Document Reel # Frame #	<input type="checkbox"/> Change of Name
	<input type="checkbox"/> Other

**Conveying Party** ( ) Mark if additional names of conveying parties attached

Name **GEC Reconstructions Limited** Execution Date  
Month Day Year  
**11/28/99**

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other -- British company

Citizenship/State of Incorporation/Organization **England and Wales**

749848

**Receiving Party** ( ) Mark if additional names of receiving parties attached

**Yeslink Limited**

DBA/AKA/TA

Composed of

Address (line 1) **One Bruton Street**

Address (line 2)

Address (line 3) **London** **United Kingdom** **W1X 8AQ**  
city State/Country Zip Code

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

Corporation  Association

Other -- **British Company**

Citizenship/State of Incorporation/Organization **England and Wales**

12/06/2001 LMUELLER 00000024 749848

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
50.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002403 FRAME: 0041

**Domestic Representative Name and Address** Enter for the first Receiving Party only

Name **Kirschstein Ottinger Israel & Schiffmiller P.C.**  
Address (line 1) **489 Fifth Avenue**  
Address (line 2) **17<sup>th</sup> Floor**  
Address (line 3) **New York, New York 10017-6105**  
Address (line 4)

**Correspondent Name and Address** Area Code and Telephone Number (212) 697-3750

Name David B. Kirschstein, Esq.  
Address (line 1) **Kirschstein, Ottinger, Israel & Schiffmiller, P.C.**  
Address (line 2) **489 Fifth Avenue**  
Address (line 3) **17<sup>th</sup> Floor**  
Address (line 4) **New York, NY 10017-6105**

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #6 \_\_\_\_\_

**Trademark Application Number(s) or Registration Number(s)** ( ) Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

749,848  
759,131  
760,323

**Number of Properties** Enter the total number of properties involved. # 3

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 90.00

Method of Payment: Enclosed (x) Deposit Account ( )

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

Authorization to charge additional fees: Yes ( ) No ( )

**Statement and Signature**

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.*

David B. Kirschstein  
Name of Person Signing

[Signature]  
Signature

11/2/01 2000  
Date

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re: U.S. Trademark Registrations  
No. 749,848 - MARCONI  
No. 759,131 - MARCONI  
No. 760,323 - MARCONI

POWER OF ATTORNEY

YESLINK LIMITED hereby appoints David B. Kirschstein, Reg. No. 17244; Alan Israel, Reg. No. 27564; Martin W. Schiffmiller, Reg. No. 30421, and Lisa A. Pieroni, of KIRSCHSTEIN, OTTINGER, ISRAEL & SCHIFFMILLER, P.C., 489 Fifth Avenue, New York, New York 10017-6105, members of the Bar of the State of New York, to transact all business in the Patent & Trademark Office in connection with the Assignment of the above application.

APPOINTMENT OF DOMESTIC REPRESENTATIVE

Kirschstein, Ottinger, Israel & Schiffmiller, P.C., whose postal address is 489 Fifth Avenue, New York, New York 10017-6105, is hereby designated applicant's representatives upon whom notices or process in proceedings affecting the mark may be served.

Yeslink Unlimited (formerly known as YESLINK LIMITED)

By Damian H. Reid  
Name: DAMIAN H REID  
Title: DIRECTOR.

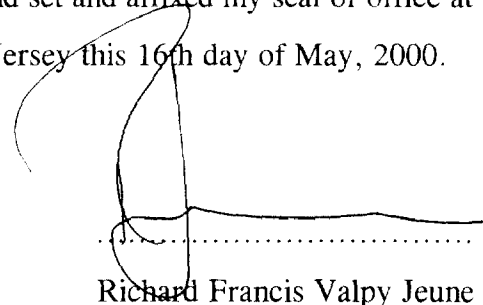
Dated: (November 2001)

By Norman C. Porter  
Name: NORMAN C. PORTER  
Title: DIRECTOR

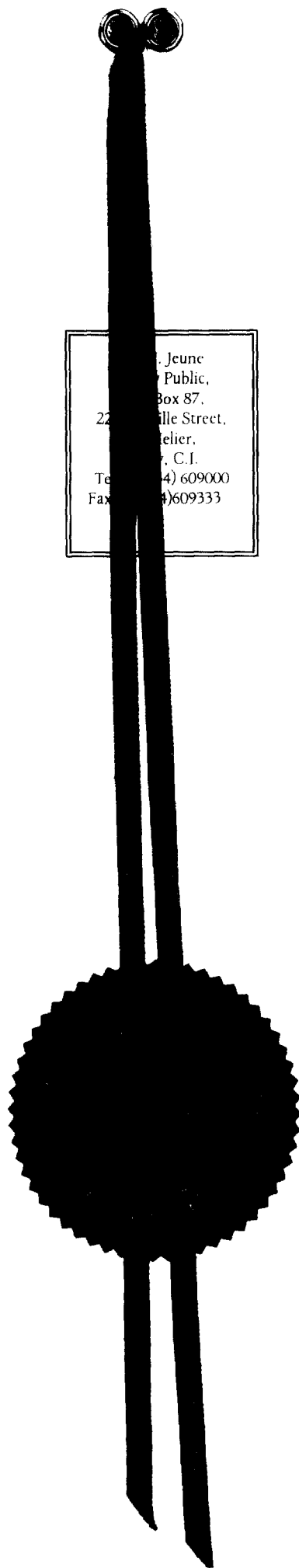
TO ALL WHOM THESE PRESENTS SHALL COME, I, Richard Francis Valpy Jeune of 22 Grenville Street, St. Helier, Jersey, Channel Islands, DO HEREBY CERTIFY that the document attached hereto marked "A" is a true and complete copy of a Deed of Assignment of Trade Marks dated 28 November 1999 between GEC Reconstructions Limited (in liquidation) and Yeslink Limited and that the signature for and on behalf of each of GEC Reconstructions Limited (in liquidation) and Yeslink Limited on the said document is the true and correct signature of Alastair John Richard Syvret the person named as attorney of GEC Reconstructions Limited (in liquidation) and Yeslink Limited.

Jeune  
Public,  
Box 87,  
22 Grenville Street,  
St. Helier,  
Jersey, C.I.  
Tel: (44) 609000  
Fax: (44) 609333

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at St. Helier, in the Island of Jersey this 16th day of May, 2000.



Richard Francis Valpy Jeune  
Notary Public, Jersey



This is the document made  
referred to in my certificate  
this day. "A"

R. V. Jeune  
Notary Public.

**28 November 1999**

**GEC RECONSTRUCTIONS LIMITED**  
(in liquidation)

and

**YESLINK LIMITED**

---

**DEED OF ASSIGNMENT OF  
TRADE MARKS**

---

**FRESHFIELDS**

**TRADEMARK**  
**REEL: 002403 FRAME: 0045**

**DEED OF ASSIGNMENT** made on 28 November 1999

**BETWEEN**

**GEC RECONSTRUCTIONS LIMITED** (in liquidation) (company no. 3800786), a company registered in England and Wales whose registered office is at One Bruton Street, London W1X 8AQ, acting through its joint liquidators, Christopher Morris and Kenneth Stephen Chalk of Deloitte & Touche, Stonecutter Court, 1 Stonecutter Street, London EC4A 4TR (the *Assignor*), and

**YESLINK LIMITED** (company no. 3764144), a company registered in England and Wales whose registered office is at One Bruton Street, London W1X 8AQ (the *Assignee*).

**WHEREAS**

(A) The Assignor is the beneficial owner and registered proprietor of the Registered Trade Marks and owns rights in the Unregistered Trade Marks.

(B) On 28 November 1999, the Assignor resolved by special resolution to go into voluntary liquidation in accordance with section 110 Insolvency Act 1986 (*section 110*).

(C) In accordance with arrangements entered into under section 110, Christopher Morris and Kenneth Stephen Chalk, the parties and others have entered into a transfer deed (the *Transfer Deed*).

(D) Pursuant to the Transfer Deed, the Assignor agreed to transfer the Trade Marks (as defined in this Deed) to the Assignee on the terms of this Deed.

**IT IS AGREED AS FOLLOWS:**

1. For the purposes of this Assignment the following expressions shall have the following meanings:

*Registered Trade Marks* means the trade mark registrations and applications, brief particulars of which are set out in Part I of the Schedule;

*Trade Marks* means the Registered Trade Marks and the Unregistered Trade Marks; and

*Unregistered Trade Marks* means any trade marks or trade names incorporating or comprising the name "Marconi" (other than the Registered Trade Marks but including, without limitation, the device set out in Part II of the Schedule) in France and the U.S.A.

2. The Assignor assigns to the Assignee all its right, title and interest in and to the Trade Marks together with any goodwill and all statutory and common law rights attaching thereto including the right to sue for damages and other remedies in respect of any infringement or misuse of any of the Trade Marks which may have occurred prior to the date of this Assignment and to retain any damages obtained as a result of any such action.

3. The Assignor shall execute such further documents and do such further acts as the Assignee may reasonably be required from time to time by way of further assurance of the rights assigned by this Assignment.

4. Nothing in this Deed or in any document executed pursuant hereto or in connection herewith shall impose any personal liability on Christopher Morris and Kenneth Stephen Chalk (the *Liquidators*) save for any liability arising out of any gross negligence, wilful misconduct or fraud by the Liquidators.

5. This Assignment shall be governed by and construed in accordance with English law. Each of the parties agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise in connection with this Agreement.

IN WITNESS whereof this Deed has been executed as a deed and delivered on behalf of the parties by their attorneys the day and year first above written.

## THE SCHEDULE

### Part I: Registered Trade Marks and Applications


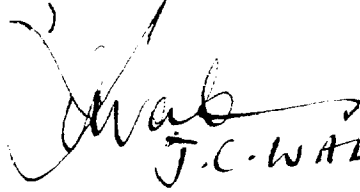
Country	Trade Mark	Number	Renewal	Class
France	MARCONI	1594077	28/05/00	9, 37, 38
France	MARCONI (in circles device)	1594076	28/05/00	9, 37, 38
USA	MARCONI	749848	21/05/00	44
USA	MARCONI	760323	19/11/03	26
USA	MARCONI	759131	29/10/03	21, 36

### Part II - The Marconi device







EXECUTED as a DEED )  
by GEC RECONSTRUCTIONS )  
LIMITED acting through its joint )  
liquidators without personal liability by )  
[ ALASTAIR SYRGE ] its attorney )  
in the presence of: )

  
  
J.C. WALKER

EXECUTED as a DEED )  
by [ ALASTAIR SYRGE ] )  
as the attorney of and in the name of )  
**YESLINK LIMITED** )  
in the presence of: )

  
  
J.C. WALKER