



04-12-2002



102053406

ET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Nokia Loopmaster Inc.

4-3-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-Alabama
- Other

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: January 1, 2001

2. Name and address of receiving party(ies):

Name: **Nokia Inc.**

Address: **6000 Connection Drive**

City: **Irving** State: **Texas** Zip: **75039-2600**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation - Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached? Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Applications

Mark	Serial No.
LOOPMASTER & Design	76/017,108

B. Trademark Registrations

Mark	Reg. No.
LOOPMASTER	2,526,714

Additional numbers attached? Yes No

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

Name: Darby & Darby P.C.

Street Address: Post Office Box 5257

City: New York State: New York Zip: 10150-5257

EXPRESS MAIL CERTIFICATE
Date: 4-3-02 Label No. EV039141675 US
I hereby certify that, on the date indicated above, this paper or fee was deposited with the U.S. Postal Service & that it was addressed for delivery to the Assistant Commissioner for Patents, Washington, DC 20231 by Express Mail Post Office to Addressee's service.

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41):.....\$65

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 04-0100

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

DO NOT USE THIS SPACE

D. DAVIS
Name (Print)

D. Davis
Signature

9. 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.

Karin Segall

Karin Segall
Signature

April 3, 2002
Date

04/11/2002 DBYRNE 00000159 76017108

01 FC:481
02 FC:482

Total number of pages including cover sheet, attachments, and document: 40.00 OP 25.00

15

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

TRADEMARK
REEL: 002481 FRAME: 0662

CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT
(Step J)

CONTRIBUTION, ASSIGNMENT AND ASSUMPTION AGREEMENT effective as of January 1, 2001 at 3:30 p.m. CST by and between Nokia LoopMaster Inc., an Alabama corporation ("Loop") and Nokia Inc. (formerly known as Nokia Mobile Phones Inc.), a Delaware corporation ("Nokia").

WITNESSETH:

WHEREAS, Loop, as the sole shareholder of Nokia, desires to contribute, transfer and assign to Nokia, and Nokia desires to acquire from Loop, all of the assets and properties of Loop, subject to the liabilities thereof, except as otherwise provided herein;

WHEREAS, the contribution of the assets described herein is intended to qualify as a transfer described in Section 351 of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" means this Contribution, Assignment and Assumption Agreement, including any amendments hereto and any schedules or exhibits attached hereto.

SECTION 1.02. Other Defined Terms. The following terms shall have meanings defined for such terms in the Sections of this Agreement set forth below:

<u>Term</u>	<u>Section</u>
Assumed Liabilities	3.01
Contributed Assets	2.01
Excluded Assets	2.02
Excluded Liabilities	3.02
Loop	Preamble
Nokia	Preamble

ARTICLE II

CONTRIBUTION AND ASSIGNMENT OF ASSETS

SECTION 2.01. Contribution, Transfer and Assignment of Assets and Properties. Loop does hereby sell, assign, transfer, convey, grant, bargain, set over, release, deliver and confirm unto Nokia, its successors and assigns, as a capital contribution, the entire right, title and interest of Loop in and to all of the assets, properties, goodwill and business of every kind and description, wherever located, whether real, personal or mixed, tangible or intangible, directly or indirectly owned by Loop, or to which it is directly or indirectly entitled, as they exist on the date hereof (collectively referred to as the "Contributed Assets").

SECTION 2.02. Excluded Assets. Nokia understand and acknowledges that the assets set forth on Schedule A to this Agreement are, specifically excluded from the assets, properties, goodwill and business contributed, sold, transferred and assigned to Nokia pursuant to Section 2.01 of this Agreement (the "Excluded Assets").

ARTICLE III

ASSUMPTION AND EXCLUSION OF LIABILITIES

SECTION 3.01. Assumption of Liabilities. On the terms and subject to the conditions of this Agreement, Nokia hereby assumes and agrees to pay, fulfill, perform and otherwise discharge when due any and all of the debts, liabilities and obligations of Loop (whether fixed or contingent, matured or unmatured, arising by law or by contract or otherwise) (the "Assumed Liabilities") to the extent relating to the Contributed Assets, other than the liabilities set forth in Section 3.02 below.

SECTION 3.02. Exclusion of Liabilities. Notwithstanding Section 3.01, Nokia shall have no liability or obligation whatsoever for, and shall not assume by virtue of this Agreement or otherwise, any of the following (the "Excluded Liabilities"):

- (a) any debt, liability or obligation relating to or arising out of the Excluded Assets;
- (b) any liability or obligation relating to or arising under any promissory note, debt instrument, commitment, loan arrangement or agreement with Nokia Corporation or any of its direct or indirect subsidiaries, including, without limitation, the indebtedness listed in Schedule B to this Agreement, as well as any and all unpaid interest accrued or accruing in respect thereof; and
- (c) all other liabilities set forth on Schedule C to this Agreement.

ARTICLE IV

ADDITIONAL AGREEMENTS OF THE PARTIES

SECTION 4.01. Consents, Permits, Etc. To the extent that any of the contracts, leases, agreements, licenses, permits, plans, commitments or other binding arrangements relating to the Contributed Assets (in this Section 4.01 called "agreements") that hereby are assumed by or assigned to Nokia are not

assumable or assignable without the consent of another party, this Agreement shall not constitute an assignment or an attempted assignment thereof if such assignment or attempted assignment would constitute a breach thereof. Loop and Nokia agree to use reasonable best efforts to obtain the consent of the other party to any such agreements to their assumption by or assignment to Nokia in all cases in which such consent is required for such assumption or assignment. If such consent is not obtained, each of the parties hereto agrees to cooperate with the other in any reasonable arrangement designed to enable Loop to perform its obligations under, and to provide for Nokia the benefits of, any such agreements, including enforcement at the cost, and for the account, of Nokia of any and all rights of Loop against the other party thereto arising out of the non-performance, breach or cancellation thereof by such other party or otherwise. Loop will promptly pay to Nokia when received all monies received by Loop under any such agreements.

SECTION 4.02. Employee Matters. From the after the date of this Agreement, all employees of Loop shall become employees of Nokia. Notwithstanding the foregoing, this Agreement shall not be construed as conferring any rights upon any persons for a continuation of employment, nor shall it interfere with the rights of Loop or Nokia or any affiliate to terminate the employment of any person or to take any other action affecting such person. All Loop employees shall continue on their existing benefit plans until such time as, in the sole discretion of Nokia Corporation, an orderly transition can be accomplished to employee benefit plans and programs maintained by Nokia Holding Inc. for its and its affiliates, employees in the United States.

SECTION 4.03. Power of Attorney. Loop hereby constitutes and appoints Nokia, its successors and assigns, the true and lawful attorney and attorneys of Loop, with full power of substitution, in the name of Nokia or in the name and stead of Loop, but on behalf of and for the benefit of Nokia:

- (a) to collect, demand and receive any and all Contributed Assets transferred hereunder and to give receipts and releases for and in respect of the same;
- (b) to institute and prosecute in Loop's name, or other otherwise, for the benefit of Nokia any and all actions, suits or proceedings, at law, in equity or otherwise, which Nokia may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Contributed Assets hereby assigned to Nokia or intended so to be, to defend or compromise any and all such actions, suits or proceedings in respect of any of such Contributed Assets, and to do all such acts and things in relation thereto as Nokia shall deem advisable for the collection or reduction to possession of any of such Contributed Assets; and
- (c) to take any and all other reasonable actions designed to vest more fully in Nokia the Contributed Assets hereby assigned to Nokia or intended so to be and in order to provide for Nokia the benefit, use, enjoyment and possession of such Contributed Assets.

Loop acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable by it or upon its subsequent dissolution or in any manner or for any reason. Nokia shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest with respect thereto. Loop shall from time to time pay to Nokia, when received, any amounts which shall be received directly or indirectly by Loop (including amounts received as interest) in respect of any Contributed Assets sold, assigned or transferred to Nokia pursuant hereto.

SECTION 4.04. Further Action. Each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable laws, and execute and deliver such documents and other papers, including, without limitation, the Intellectual Property Assignment Agreement in substantially the form attached as Exhibit A hereto, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement.

ARTICLE V

MISCELLANEOUS PROVISIONS


SECTION 5.01. Governing Law. The rights and duties of the parties under this Agreement shall be governed by, and construed in accordance with, the internal substantive laws, and not the choice of law rules, of the State of New York.

SECTION 5.02. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy or any nature whatsoever under or by reason of this Agreement.

SECTION 5.03. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

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

NOKIA LOOPMASTER INC.

By:  12/27/00
Ron M. Roberson
President

NOKIA INC.
(formerly known as Nokia Mobile Phones Inc.)


By: _____
Kirsi I. Sormunen
Vice President

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

NOKIA LOOPMASTER INC.

By: _____
Ron M. Roberson
President

NOKIA INC.
(formerly known as Nokia Mobile Phones Inc.)

By:  _____
Kirsi I. Sormunen
Vice President

Other Excluded Assets

None.

Excluded Intercompany Indebtedness

None.

Other Excluded Liabilities

None.

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PRROPERTY ASSIGNMENT AGREEMENT (the "Agreement"), dated as of January 1, 2001, is entered by and between NOKIA LOOPMASTER INC., an Alabama corporation, having a place of business at 7037 Old Madison Pike, NW, Huntsville, Alabama ("Loop"), and NOKIA INC., a Delaware corporation, having a place of business at 6000 Connection Drive, Irving, Texas ("Nokia").

WHEREAS, Loop and Nokia have entered into a Contribution, Assignment and Assumption Agreement effective as of January 1, 2001 at 3:30 p.m. CST (the "Contribution Agreement"); and

WHEREAS, the Contribution Agreement requires Loop and Nokia to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual agreements and covenants set forth herein, the parties agree as follows:

SECTION 1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth below:

"Patents" shall mean the patents and patent applications, foreign and domestic, set forth on Schedule A, all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions.

"Trademarks" shall mean the trademarks and service marks, foreign and domestic, set forth on Schedule B, the goodwill of the business symbolized thereby, all common law rights with respect thereto, all applications and registrations thereof, all rights therein provided by international treaties or conventions, and all extensions and renewals thereof.

"Domain Names" shall mean a series of alphanumeric characters set forth on Schedule C that when combined with an Internet top level domain (TLD) can identify one or more internet protocol addresses.

"Copyrights" shall mean the exclusive rights in an original work of authorship, foreign and domestic, set forth on Schedule D, including software, whether registered or not, including works made for hire by employees within or outside the company, and all rights therein provided by international treaties or conventions.

SECTION 2. Transfer and Assignment of Intellectual Property. Loop hereby sells, assigns, and transfers to Nokia all of its right, title and interest in and to the Patents, Trademarks, and the goodwill of the business symbolized by the Trademarks, Domain Names and Copyrights.

SECTION 3. Governmental Filings. Loop shall furnish Nokia with such necessary information and reasonable assistance, including execution of such other required documents, as Nokia may reasonable request in connection with recording its ownership interest in the Patents, Trademarks, Domain Names and Copyrights with any governmental authority.


SECTION 4. Construction. The parties agree that, to the extent that any terms or provisions of this Agreement differ or conflict with any provision or term of the Contribution Agreement, the applicable terms and provisions of the Contribution Agreement shall control and take precedence.

SECTION 5. Governing Law. The rights and duties of the parties under this Agreement shall be governed by, and construed in accordance with, the internal substantive laws, and not the choice of law rules, of the State of New York.

SECTION 6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

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

NOKIA LOOPMASTER INC.

By:  12/27/00
Ron M. Roberson
President

NOKIA INC.
(formerly known as Nokia Mobile Phones Inc.)

By: _____
Kirsi I. Sormunen
Vice President

SECTION 3. Governmental Filings. Loop shall furnish Nokia with such necessary information and reasonable assistance, including execution of such other required documents, as Nokia may reasonable request in connection with recording its ownership interest in the Patents, Trademarks, Domain Names and Copyrights with any governmental authority.

SECTION 4. Construction. The parties agree that, to the extent that any terms or provisions of this Agreement differ or conflict with any provision or term of the Contribution Agreement, the applicable terms and provisions of the Contribution Agreement shall control and take precedence.

SECTION 5. Governing Law. The rights and duties of the parties under this Agreement shall be governed by, and construed in accordance with, the internal substantive laws, and not the choice of law rules, of the State of New York.

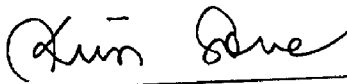
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

NOKIA LOOPMASTER INC.

By: _____
Ron M. Roberson
President

NOKIA INC.
(formerly known as Nokia Mobile Phones Inc.)

By:  _____
Kirsi I. Sormunen
Vice President

SCHEDULE A

PATENTS

Title	File Date	Status
System and Method for Testing Digital Subscriber Lines	May 31, 2000	Pending
System and Method for Testing Digital Subscriber Lines	May 31, 2000	Pending
System and Method for Testing Digital Subscriber Lines	May 31, 2000	Pending

SCHEDULE B

TRADEMARKS

Mark	Serial No.	File Date	Class of Goods/Services	Applicant
DISCOVERYCOM (Block Letter)	75/719319	June 2, 1999	IC 009. US 021 023 026 036 038; Telecommunications equipment	Discovery Communications, Inc.
DISCOVERYCOM & DESIGN	75/924207	February 22, 2000	IC 009. US 021 023 026 036 038; Telecommunications equipment	Pending – No Office Actions
DISCOVERYCOM. COM	75/924201	February 22, 2000	IC 042. US 100 101; Providing information in the form of text, graphics and multi-media regarding telecommunications equipment via a global computer network	DiscoveryCom, Inc.
ENABLING NEXT GENERATION NETWORK (Block Letter)	75/902549	January 25, 2000	IC 009. US 021 023 026 036 038; Telecommunications equipment	DiscoveryCom, Inc.
LOOPMASTER (Block Letter)	75/902548	January 25, 2000	IC 009. US 021 023 026 036 038; Telecommunications equipment	DiscoveryCom, Inc.
LOOPMASTER & DESIGN	76/017108	April 4, 2000	IC 009. US 021 023 026 036 038; Telecommunications equipment	DiscoveryCom, Inc.

SCHEDULE C

DOMAIN NAMES

dslloop.com

discoverycom.com

SCHEDULE D

COPYRIGHTS

None registered.