

07-24-2002

HEET
Y

To the Honorable Commissioner:



attached original documents or copy thereof.

102166412

1. Name of conveying party(ies):

NOKIA LOOPMASTER INC.

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

7-11-02

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

3. Nature of conveyance:

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

Execution Date: January 26, 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.

B. Trademark Registrations

Date: 7/11/02 Label No. 115469345-
 I hereby certify that, on the date indicated above, this paper or
 was registered in the U.S. Patent and Trademark Office and that it was
 addressed for delivery to the Assistant Commissioner for
 Marks, Washington, DC 20231 by Express Mail.
WEBRAMP 2,126,543
 Name/Print: Jessica Rojas Signature: [Signature]

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

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$40.00

- 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)

07/23/2002 DBYRNE 00000070 2126543
01 FC: 81 40.00

DO NOT USE THIS SPACE

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
Name of Person Signing

[Signature]
Signature

July 11, 2002
Date

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

4

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PRROPERTY ASSIGNMENT AGREEMENT (the "Agreement"), dated as of January 26, 2001, is entered by and between NOKIA LOOPMASTER INC., an Alabama corporation, having a place of business at 7047 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 26, 2001 (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: 

Ron M. Roberson, President

NOKIA INC.

By: _____

Kirsi Sormunen, Vice President

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Ron M. Roberson, President

NOKIA INC.

By:  _____
Kirsi Sormunen, Vice President