

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is dated as of August 30, 2004 (the "Effective Date") between Ensemble Communications, Inc., a Delaware corporation (the "Assignor"), and Adaptix, Inc., a Delaware corporation (the "Assignee").

WHEREAS, the Assignor wishes to transfer to the Assignee, and the Assignee wishes to acquire from the Assignor, all of the Assignor's rights, title and interests in and to the trademarks set forth on the attached Schedule A (collectively, the "Marks") and the goodwill associated with such Marks.

WHEREAS, the Assignor has wound down operation and is not in the position to accept continuing obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby transfers and assigns to the Assignee, its successors and assigns, all rights, title, and interests in and to the Marks, the goodwill associated therewith, all registrations and applications for registration thereof, if any, all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past infringement of the Marks, and all files, documents, records pertaining to obtaining registration of or defending or enforcing the Marks, including all communications to and from the U.S. Patent and Trademark Office or similar office in any foreign jurisdiction, and any and all legal counsel advising on or assisting with the Marks (collectively, the "Assigned Assets"). To the extent that any of Assignor's rights, title, and interests in and to the Assigned Assets cannot be assigned and transferred by Assignor, then Assignor hereby grants Assignee an irrevocable, worldwide, fully paid-up, royalty-free, exclusive license, with the right to sublicense through multiple tiers, to make, have made, use, have used, sell, have sold, offer for sale, have offered for sale, import, have imported, improve, and otherwise exploit or utilize in any manner, the Assigned Assets.

2. Purchase Price. In consideration of such assignment by the Assignor, and provided that the Release has been duly executed and delivered by all required parties, the Assignee shall pay the Assignor the amount of TEN THOUSAND DOLLARS (\$10,000).

3. Further Assurances. The Assignor agrees, at the Assignee's request to execute and deliver whenever requested all lawful papers required to make any of the provisions hereof effective.

4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.

5. Representations and Warranties.

(a) The Assignor represents, warrants and covenants to the Assignee that: (i) the Assignor is the sole owner of the Marks and of the other Assigned Assets; (ii) the Assignor has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith; and (iii) the Assigned Assets will be conveyed to the Assignee hereunder free and clear of any security interest, pledge, mortgage, lien, license, or other encumbrance..

(b) Each of the parties hereto represents and warrants to the others that: (i) it has full power and authority to enter into this Assignment and to perform its obligations hereunder and (ii) this Assignment constitutes the valid and legally binding obligation of such party, enforceable against such party in accordance with its terms.

(c) To the best of its knowledge, the Assignor represents and warrants that tangible items included within the Assigned Assets have been delivered to Assignee and the Assignee acknowledges receipt of such tangible items.

(d) Assignor disclaims any representation and warranty with respect to the validity, scope, state of infringement or legal status of the Marks or the Assigned Assets. Assignee acknowledges receipt of the Consent Agreement dated September 21, 2001 between Assignor and Adaptec, Inc. of Milpitas, California and of the Settlement Agreement dated as of January 21, 2001 between Assignor and ADATPIX CORPORATION of Cincinnati, Ohio.

(e) The representations and warranties made by Assignor in this Section 5 are in lieu of all other representations and warranties, express or implied. Assignor disclaims, and Assignee acknowledges that it has not relied upon, any representations or warranties other than those expressly stated in this Section 5. The representations and warranties made by Seller in this Section 5, and Purchaser's right to recover damages or bring suit for any breach thereof, will expire, terminate, and be of no further force or effect ninety days after the Effective Date.

6. Limitation on Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS, OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

7. Limitation of Liability. IN THE ABSENCE OF FRAUD OR WILFULL MISREPRESENTATION, THE TOTAL LIABILITY OF A PARTY UNDER THIS AGREEMENT SHALL BE THE AMOUNT OF THE PURCHASE PRICE PURSUANT TO SECTION 2. THE PARTIES ACKNOWLEDGE THAT THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING CONSIDERATION UNDER THIS AGREEMENT.

8. Governing Law. This Agreement will be governed by and construed and interpreted in accordance with the substantive laws of the State of California, without giving

effect to any choice of law or conflicts of law provision or rule that would cause the application of the laws of a jurisdiction other than California.

9. Jurisdiction. Each party hereby agrees to jurisdiction and venue in the courts of the State of California in the County of San Diego or the Federal courts sitting therein for all disputes and litigation arising under or relating to this Agreement.

[SIGNATURE PAGE FOLLOWS]

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

ENSEMBLE COMMUNICATIONS, INC.

By: Carlton J. Eibl
Name: Carlton J. Eibl
Title: President

ACCEPTED:

ADAPTIX, INC.

By: _____
Name: Vernon Fotheringham
Title: President

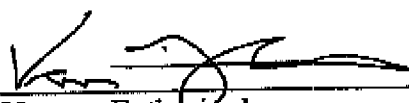
IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

ENSEMBLE COMMUNICATIONS, INC.

By: _____
Name: Carlton J. Eibl
Title: President

ACCEPTED:

ADAPTIX, INC.

By:  _____
Name: Vernon Fotheringham
Title: President

Schedule A**Marks**

| Mark | Jurisdiction | Application Number/ Registration Number |
|---------|----------------------|--|
| ADAPTIX | Argentina | 1847474 |
| ADAPTIX | Australia | 840191 |
| ADAPTIX | Brazil | 822091615 |
| ADAPTIX | Canada | 1017821 |
| ADAPTIX | China | 1992659 |
| ADAPTIX | Colombia | 99035288 |
| ADAPTIX | Community Trademarks | 01201961 |
| ADAPTIX | Czech Republic | 159609 |
| ADAPTIX | Hong Kong | 6617/2000 |
| ADAPTIX | India | 913564 |
| ADAPTIX | Indonesia | 477931 |
| ADAPTIX | Israel | 128302 |
| ADAPTIX | Japan | 4444261 |
| ADAPTIX | Malaysia | 2000/03625 |
| ADAPTIX | Mexico | 653689 |
| ADAPTIX | New Zealand | 611025 |
| ADAPTIX | Norway | 204900 |
| ADAPTIX | Philippines | 4-2000-00002296 |
| ADAPTIX | Russia | 2000730968 |
| ADAPTIX | Singapore | 00005070 |
| ADAPTIX | South Africa | 2000/23816 |
| ADAPTIX | South Korea | 40-508317 |
| ADAPTIX | Taiwan | 89015958 |
| ADAPTIX | Thailand | 438849 |
| ADAPTIX | United States | 2621747 |

This schedule shall also be deemed to include any and all registrations and applications for registration of ADAPTIX in any jurisdiction owned on the date hereof by the Assignor that may not be listed.