Form PTO-1594 RECORDATION FO Rev. 10/02) DMB No. 0651-0027 (exp. 6/30/2005)	RM COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorebie Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(les): Ensemble Communications, Inc. Individual(s) General Partnership Limited Partnership	Name and address of receiving party(les): Name: Adaptix, Inc. Internal Address: Suite 150 Street Address: 3855 Monte Villa Parkway	
x Corporation-State: Delaware Other: Additional name(s) of conveying yes party(ies) attached? x No	City: Bothell State: WA Zip: 98021 Individual(s) citizenship: Association: General Partnership:	
3. Nature of Conveyance: x Assignment	Limited Partnership: X Corporation-State: Delaware Other: If assignee is not domiciled in the United States, a domestic representative designation is attached: (Designations must be a separate document from assignment) Additional name(s) & address(ss) attached? Yes No	
Application Number(s) or Registration Number(s): A. Trademark Application No.(s):	B. Trademark Registration No.(s): 2,621,747	
Additional numbers attached?	Yes X No	
Name and address of party to whom correspondence concerning document should be malled: Name: Erin A. Dugan Ropes & Gray LLP Internal Address: Atty. Dkt.; KAON-002 Street Address: One International Place	e 6. Total Number of applications and registrations involved: 7. Total fee (37 CFR 3.41) \$ 40.00 Enclosed X Authorized to be charged to Deposit Account Authorized to be charged to credit card (Form 2038 enclosed) 8. Deposit account number: 18-1945	
City: Boston State: MA Zip: 02110	(Attach duplicate copy of this page if paying by deposit account)	
Ty	BE THIS SPACE	
9. Statement and signature: To the best of my knowledge and belief, the foregoing true copy of the original document. Herbert F. Bohnet, Esq. Name of Person Signing Total number of pages including cover	August 31, 2004 Signature Date Sheet, attachments, and document: 7	

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. <u>Purchase Price</u>. 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. <u>Further Assurances</u>. 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. <u>Authorization</u>. 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.

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Representations and Warranties.

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- (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. <u>Limitation on Consequential Damages</u>. 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. <u>Limitation of Liability</u>. 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

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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. <u>Jurisdiction</u>. 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]

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

ENSEMBLE COMMUNICATIONS, INC.

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.

Name: Vernon Fotheringham

Title: President

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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.

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RECORDED: 08/31/2004

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