

09-29-2006



103314819

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

9.21.06

1. Name of conveying party(ies):
OPTINEL SYSTEMS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation - State: Delaware
 Other _____

Citizenship (see guidelines) _____
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Additional names, addresses, or citizenship attached? Yes No

Name: Broadband Royalty Corporation
 Address: 1105 North Market Street
 Suite 1300
 P. O. Box 8985
 Wilmington, Delaware 19899
 Country: U.S.A.

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship Delaware
 Other _____ Citizenship _____

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)

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 1, 2004

4. Application number(s) or registration number(s) and identification or description of the Trademark.

<p>A. Trademark Application No.(s) 76/506,561</p>	<p>B. Trademark Registration No.(s) 2,600,783; 2,600,784; and 2,915,565</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

PLEXIS, Application Serial No. 76/506,561
 OPTINEL, Registration No. 2,600,783
 OPTINEL (Stylized), Registration No. 2,600,784
 OPTINEL SYSTEMS (Stylized), Application Serial No. 76/470,435 which became Registration No. 2,915,565

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

David J. Kera
 OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
 Attorneys at Law
 1940 Duke Street
 Alexandria, Virginia 22314
 (703) 413-3000
 Email: tmdocket@oblon.com
 OSMMN Ref: 265460US-2884-21

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 2.6(b)(6) & 3.41): \$115.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information

a. Credit Card (see attached form)
 b. Deposit Account Number: 50-2014

9. Signature: David J. Kera September 21, 2006 Date

Signature Date

09/28/2006 DBYRNE 00000036 76506561 Total number of pages, including cover sheet, attachments, and document: 4

01 FC:8521 40.00 DP of Person Signing
 02 FC:8522 75.00 DP

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, Virginia 22313-1450

ASSIGNMENT OF BUSINESS INTELLECTUAL PROPERTY

WHEREAS, Optinel Systems, Inc., a Delaware corporation ("Optinel"), C-COR Incorporated, a Pennsylvania corporation, and Broadband Royalty Corporation, a Delaware corporation (hereinafter referred to as "Assignee") have entered into a certain Acquisition Agreement executed on August 27, 2004 (hereinafter the "Agreement");

WHEREAS, Optinel is the sole and exclusive owner of all Business Intellectual Property (as that term is defined in the Agreement, including but not limited to all intellectual property listed in Schedules 3.18 of the Agreement; a copy of Schedule 3.18 is attached hereto);

WHEREAS, Assignee is desirous of acquiring the entire right, title and interest in and to all of said Business Intellectual Property, including but not limited to all applications for Letters Patents and Trademark registrations and trademark applications, the inventions and marks described therein, and in and to any and all trademark registrations and Letters Patents that may be granted therefore in the United States and its territorial possessions, including the right to sue for infringement prior to the date of this assignment;

NOW, THEREFORE, in consideration of the sum of five dollars (\$5.00) and other valuable consideration, the receipt of which is hereby acknowledged, Optinel by these present does sell, assign and transfer unto said Assignee the entire right, title and interest for the territory of the United States of American in and to the foresaid Business Intellectual Property, including but not limited to all applications for Letters Patents and Trademark registrations and trademark applications, and together with the goodwill connected with and symbolized by the trademarks, the inventions and marks described therein, and in and to any and all Trademark registrations and Letters Patents that may be grated therefore in the United States and its territorial possessions, and in and to any and all divisions, continuations, reissues, substitutions

and renewals thereof, including the right to sue for infringement prior to the date of this assignment.

Optinel hereby authorizes and requests that the United States Patent and Trademark Office in the United States and its territorial possessions issue any and all of said Letters Patents or Trademark registrations, when granted, to said Assignee as the Assignee of the entire right, title and interest in and to the same, for the use and behoof of said Assignee, its successors and assigns, to the full end of the term for which said Letters Patents and Trademark registrations may be granted, with said Assignee having the sole right to renewals of the Trademark registrations, as fully and entirely as the same would have been held by Optinel Systems, Inc. had this Assignment and sale not been made.

IN TESTIMONY WHEREOF, Optinel has caused these present to be signed by its officers hereunto duly authorized.

OPTINEL SYSTEMS, INC.

By: Sandeep Vohra
Name: Sandeep Vohra
Title: President

Date: September 1, 2004

Sworn to and Subscribed before

me this 1st day of

September, 2004.

Pragya Jaiswal
Notary Public

My Commission Expires: 11/16/2004