

10-19-2001



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2.27.01

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

#### Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date  
Month Day Year

02 01 2001

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

02 01 2001

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)   
City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

#### FOR OFFICE USE ONLY

03/16/2001 0TON11 00000036 501737 2339070

01 FC:481 40.00 CH  
02 FC:482 1975.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 002380 FRAME: 0933

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. See Schedule A

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s) See Schedule A			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

Mark A. Kurisko

Name of Person Signing

Signature

2/26/01

Date Signed

# SCHEDULE A

## U.S. REGISTRATIONS AND APPLICATIONS

### REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>
Ambassador	2339070
Astrotec	1393100
Avmac	1889163
AVP	2172382
Capture Pro	1984460
Catamaran	1992754
Enable Semiconductor	2241863
FlashDSP	1974153
FlashTAD	2104046
HFC-2000	2030681
Ilad	1975200
Instant USB	2221967
Linear Lightwave	2046717
Maskview	1472106
Orca	2044471
Paragon	2065357
Pomp	2105268
Scalpel	2229599
Sceptre	2135679
Scuba	2037631
Silicon Suite	2189730
Simultalk	2072611
Smartsonic	1962189
Tapdance	1684811
Targetview	2341208
V.Flex	1951770
V32Cell	1931972
Venus	2177447
VTC	1382128
VTC and Design	1388924
WaveLan	1719365
WaveLan and Design	2204541
WaveManager	2215120
WavePoint	2059540

## APPLICATIONS

<u>MARK</u>	<u>APPLICATION NO.</u>
Atlanta	75217220
Bright Ideas	75499944
Celxpres	78006735
Cirent	75123168
Cirent Semiconductor	75117522
Cirent Semiconductor and Design	75117514
Clear Efect	75646373
ClearEVRC	75651712
Discover the Freedom to Create	75418016
DSL@Litespeed	75915254
Enable Electronics	75240209
Enable Microelectronics	75240936
Enable Microsystems	75240144
EVRC+	75651711
EVRC Pro	75651713
Flipper	75651930
Home Wire	75571080
Luxworks	75719465
Mars	75284104
MegaFlex	75399562
MicroLight	75719461
Modems Th@t Connect	75860713
Modems Th@t Cruise	75861144
Modems Th@t Deliver	75861142
Modems Th@t Fly	75861140
Modems Th@t Perform	75920238
Modems Th@t Satisfy	75920241
Modems Th@t Think	75920243
Modems Th@t Win	75861143
Modems Th@t Work	75837870
NetLight	75469469
Orinoco	75920029
Perseus	75596177
Phone-On-A-Chip	75706278
QLOC	78018318
QuadraBus	75714062
SoftDECT	75508097
Smartdrive	78011470
sPAC	78001668

Spectralight	75804075
StarPro	75935391
Supercore	75837867
The Infinite Possibilities of Light	75679110
The Silencer	75387518
The Speed Shop	75447641
The Speed Shop	75447642
TransLight	75664014
Web Without Wait	75226549
WildCard	75804077
WildWire	75945113
WildWire	75420943

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of February 1, 2001 (the "Effective Date"), is by and between Lucent Technologies Inc., a Delaware corporation, with offices at 600 Mountain Avenue, Murray Hill, New Jersey 07974, ("LUCENT"), on behalf of itself and its subsidiaries, and Agere Systems Inc., a Delaware corporation, with offices at 555 Union Boulevard, Allentown, PA 18109 ("AGERE").

### RECITALS

A. WHEREAS, the Board of Directors of LUCENT has determined that it is in the best interests of LUCENT and its stockholders to separate LUCENT's existing businesses into two independent businesses;

B. WHEREAS, in order to effectuate the foregoing, LUCENT and AGERE have entered into a Separation and Distribution Agreement dated as of February 1, 2001, which provides, among other things, subject to the terms and conditions thereof, for the separation of the AGERE Assets and the AGERE Liabilities, the IPO and the Distribution (each as defined in the Separation and Distribution Agreement) and the execution and delivery of certain other agreements in order to facilitate and provide for the foregoing;

C. WHEREAS, this Assignment transfers to AGERE certain trademark assets and related goodwill that have been developed by AGERE's business units; and

D. WHEREAS, in furtherance of the foregoing separation, LUCENT desires to transfer, assign, convey, deliver and vest all of its right, title and interest in and to the Assigned Marks (as defined below) and all of the goodwill associated therewith and all other rights LUCENT may have with respect to such Assigned Marks.

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration of at least \$100, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. "Assigned Marks" means those trademark applications, trademark registrations and common-law trademarks set forth on Schedules A, B, C and D to this Assignment.
2. LUCENT hereby transfers, conveys and assigns to AGERE all of its rights, title and interest in and to the Assigned Marks in the United States and throughout the world, any common law rights relating to the Assigned Marks, together with all of the assets and the goodwill of the business represented by the Assigned Marks, and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with any and all past,


present or future infringements or dilution of or damage or injury to the Assigned Marks or such represented good will.

3. LUCENT will neither use nor attempt to register any Assigned Mark or any confusingly similar mark for so long as said Assigned Mark has not been abandoned by AGERE.

LUCENT shall execute any and all documents reasonably requested by AGERE to effect transfer and recording of the Assigned Marks to AGERE.

IN WITNESS WHEREOF, the parties have caused this TRADEMARK ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.


**LUCENT TECHNOLOGIES INC.**

By: 

Name: Daniel P. McCurdy

Title: President – Intellectual Property Business

**AGERE SYSTEMS INC.**

By: 

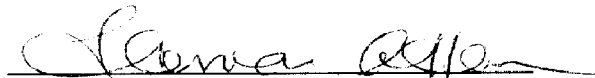
Name: Gerard A. deBlasi

Title: VP – Law, Intellectual Property

STATE OF NEW JERSEY )  
 ) ss.  
COUNTY OF SOMERSET )

I CERTIFY that on this 30 day of January, 2001, Daniel P. McCurdy personally appeared before me and Daniel P. McCurdy acknowledged under oath, to my satisfaction that:

- a) this person signed, sealed and delivered the attached Trademark Assignment as President – Intellectual Property Business of Lucent Technologies Inc., and had the authority to do so; and
- b) this Trademark Assignment was signed and made by Lucent Technologies Inc. as its voluntary act and deed by virtue of authority from its Board of Directors.

  
Name:


[Notarial Seal]

TAMORA ANNE HANNA  
Notary Public of New Jersey  
Registered in Hunterdon County  
My Commission Expires March 25, 2002

STATE OF NEW JERSEY )  
 ) ss.  
COUNTY OF SOMERSET )

I CERTIFY that on this 30th day of January, 2001, Gerard A. deBlasi personally appeared before me and Gerard A. deBlasi acknowledged under oath, to my satisfaction that:

this person signed the attached Trademark Assignment as VP – Law, Intellectual Property of Agere Systems Inc., and had the authority to do so.

  
Name: Tamora A. Hanna

[Notarial Seal]

TAMORA ANNE HANNA  
Notary Public of New Jersey  
Registered in Hunterdon County  
My Commission Expires March 25, 2002



TRADEMARK ASSIGNMENT

by and between

LUCENT TECHNOLOGIES INC.

and

AGERE SYSTEMS INC.

Dated as of February 1, 2001

"Express Mail" mailing label  
number EE 16564339545  
Date of Deposit 2/1/01  
I hereby certify that this ASSIGNMENT  
being deposited with the United States Postal  
Service "Express Mail Post Office 10  
Address" service under 37 CFR 1.10 on the  
date indicated above and is addressed to the  
Commissioner of Patents and Trademarks  
Washington, D.C. 20231  
Deborah A. Hampton  
(Printed name of person mailing paper or fee)  
Deborah A. Hampton  
(Handwritten name of fee)