

10-12-2001



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To the Honorable Commissioner

101872427

and the attached original documents or copy thereof.

10-17-01

1. Name of conveying party(ies):
Paradyne Corporation
8545 126th Ave., No.
Largo, FL 33773

10-17-01

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

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

3. Nature of conveyance:

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

Execution Date: July 16, 2001

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal Address: Suite 3000W

Street Address: 2450 Colorado Ave.

City: Santa Monica State: CA ZIP: 90404

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

If assignee is not domiciled in the United States, a domestic representative design 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 patent number(s):

A. Trademark Application No.(s)

See attached schedule

73715450

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

See attached schedule

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

Name: Brobeck, Phleger & Harrison LLP

Internal Address: Attn: Denise Hinds

Street Address: 550 South Hope St.

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41).....\$ 640.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

n/a

(Attach duplicate copy of this page if paying by deposit account)

10/12/2001 DBYRNE 00000185 73715450

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02 FC:482 600.00 OP

3. 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.

Denise Hinds
Name of Person Signing

Denise Hinds
Signature

Sept. 24, 2001
Date

Total number of pages including cover sheet, attachments, and document: 37

Mail documents to be recorded with required cover sheet information to:
U.S. Department of Commerce, Patent and Trademark Administration, Box Assignments

SCHEDULE A

Trademarks of Borrower

TRADEMARK NAME	COUNTRY	APPLICATION NO./DATE	REGISTRATION NO./DATE	CLASS	GOODS/SERVICE
ACCULINK 61605-4021	Brazil	816542899 12/13/91	816542899 8/10/93	9	Data communications multiplexe
ACCULINK 61605-3050	United States	73/715450 3/7/88	1540216 5/23/89	9	Network multiplexers (IC=9)
AUDIOSPAN 61605-3030	United States	75/164,158 9/11/96	PENDING (will be abandoned)	9 & 16	Electrical apparatus, signaling, a communications devices, namely modems and simultaneous voice modems (IC=9) Instructional, teaching, and user said devices (IC=16)
AUDIOSPAN & DESIGN 61605-3040	United States	75/164,656 9/12/96	PENDING (will be abandoned)	9 & 16	Electrical apparatus, signaling, a communications devices, namely modems and simultaneous voice modems (IC=9) Instructional, teaching, and user said devices (IC=16)
CELLSAVER 61605-3470	United States		PENDING	9	Data communications devices, n network access units for asynchr transfer mode (ATM) networks (
COMSPHERE 61605-4023	Brazil	816542929 12/31/91	816542929 8/10/93	9	Data communications modem an management system (IC=9)
COMSPHERE 61605-3080	United States	74/023151 1/25/90	1678989 3/10/92	9	Network management system co computer programs, computers, monitors, multiplexers, periphera interface units (IC=9)
ETC 61605-3120	United States	74/398411 6/3/93	1908210 8/1/95 (will be abandoned)	9	Cellular Protocol Modems (IC=9)
ETC2 61605-3350	United States	75/314,726 6/25/97	PENDING (will be abandoned)	9	Cellular Protocol Modems (IC=9)
FRAMESAVER 61605-3290	United States	75/290,696 5/12/97	2,239,563 4/13/99	9	Data Communications Devices, frame relay access units, frame r compression units, and frame rel management software for manag monitoring the aforementioned u frame relay network (IC=9)
GRANDVIEW 61605-3500	United States	76/186,283 12/27/00	PENDING	9	Network Management Software
HOTWIRE 61605-4145 61605-4171	Argentina	2072642 4/8/97 2072643 4/8/97	1,746,473 07/27/99	9 16	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers,

61605-4173		2072644 4/8/97	1.674.658 7/15/98	35	including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures (IC=16) Leasing data communications de internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) fun (IC=35)
HOTWIRE "Paradyne Hotwire" 61605-4146	Australia	730740 3/24/97	730740 3/24/97	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE "Paradyne Hotwire" 61605-4167	Benelux	889544 3/11/97	616768 3/11/97	9 & 36	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Leasing data communications de internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) fun (IC=36)
HOTWIRE 61605-4147	Brazil	819841870 3/11/97	819841870 3/11/97	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4144	Canada	838,725 3/7/97	PENDING	9, 16, 35	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures (IC=16) Leasing data communications de internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) fun (IC=35)
HOTWIRE 61605-4148 61605-4196	Chile	374.762 4/17/97 374.761 4/17/97	504.174 6/1/98 (IC 9&16) 503.173 1/30/98 (IC 35)	9, 16 35	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a

					brochures (IC=16) Leasing data communications de internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) fun (IC=35)
HOTWIRE 61605-4149	China	970024993 3/24/97	REJECTED	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4139	CTM	491373 3/11/97	491373 3/11/97	9, 16, 42	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures (IC=16) Consulting services in field of da communications (IC=42)
HOTWIRE 61605-4158	Egypt	105598	PENDING	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4150	Hong Kong	97 03188 3/10/97	B14748/1999	9	Data communications devices an internetworking devices, modem splitters, routers, digital app. For sound and/or data (IC=9)
HOTWIRE 61605-4159	India	755071 3/18/97	PENDING	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4160	Indonesia	097 4184 3/12/97	408327 4/10/97	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4151	Israel	110949 3/10/97	110949 3/3/98	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4140	Japan	9-25583 3/12/97	PENDING	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE "Paradyne Hotwire" 61605-4152	Korea	97-14026 3/28/97	436391 12/30/98	9	Wired communication apparatus, modems, concentrators, telephone routers, and bridges (IC=9)

HOTWIRE 61605-4161 61605-4174	Malaysia	MA/3030/97 3/11/97 MA/3031/97 3/11/97	PENDING	9 16	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures (IC=16)
HOTWIRE 61605-4153	Mexico	289381 3/11/97 Refiled 2/9/01 470242	572810 3/11/97	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE and "PARADYNE HOTWIRE" (both registered) 61605-4154 61605-4197	New Zealand	273646 3/7/97 274760 3/27/97	273646 5/27/98 274760 5/27/98	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE "Paradyne Hotwire" 61605-4162	Norway	972554 3/26/97	196784 4/6/99	9,16,38,4 2	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures (IC=16) Leasing data communications de internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) fun (IC=38) Leasing(IC=42)
HOTWIRE 61605-4155	Peru	034074 3/12/97	38046 8/11/97	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4169 61605-4170 61605-4171	Philippines	118771 3/12/97 118772 3/12/97 118773 3/12/97	PENDING	9 16 35	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures (IC=16) Leasing data communications de internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) fun (IC=35)
HOTWIRE "Paradyne Hotwire" 61605-4163	Russia	97705436 4/15/97	168514 10/16/98	9,16 35 38	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers,

				42	including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures (IC=16) Advertising (IC=35) Message sending, Computer aide transmission of messages and im (electronic), Rental of message s apparatus, communication by co terminals (IC=38) Rental (computers) (IC=42)
HOTWIRE 61605-4156 61605-4175 61605-4176	Singapore	S/2720/97 3/10/97 S/2721/97 3/10/97 S/2722/97 3/10/97	PENDING	9 16	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures (IC=16)
HOTWIRE "Paradyne Hotwire" 61605-4157	Switzerland	03134/1997 4/18/97	445.920 11/7/97	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4164	Thailand	330195 3/12/97	Kor73251 6/11/98	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4165	Turkey	3227 3/12/97	183806 3/12/97	9, 16	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures, and operating manual brochures (IC=16)
HOTWIRE 61605-4166	Vietnam	N-0894/97 3/11/97	27698 7/28/98	9, 16, 35	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures, and operating manual brochures (IC=16) Leasing data communications de internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) fun (IC=35)
HOTWIRE	United States	75/164,890 9/12/96	2,239,287 4/13/99	9	Data communications devices an

61605-3020					internetworking hardware device implement DSL technology, nam modems, central office access co plain old telephone (POTS) splitt and bridges(IC=9)
HOTWIRE & DESIGN 61605-3360	United States	75/397,939 12/1/97	2,255,067 6/22/99	9	Data communications devices an internetworking devices that imp technology, namely modems, ce access concentrators, plain old te (POTS) splitters, routers and brid
MVL 61605-3310	United States	75/428396 2/3/98	2,379,897 8/22/00	9	Data Transceivers, namely, netw devices and modems (IC=9)
NEXTEDGE 61605-3460	United States	75/661,700 3/16/99	2,324,269 2/29/00	9	Multiplexers (IC-9)
NEXTEDGE NETWORKS 61605-3480 61605-3490	United States	76/110053 8/15/00 76/110054 8/15/00	PENDING	9	Data communications equipment and software, namely, digital and transceivers; modems; multiplex concentrators; network access de public service telephone network frame relay networks, and for as transfer mode (ATM) networks; interface modules; channel servi (CSUs); data service units (DSU subscriber line access multiplexe (DSLAMs); network manageme equipment, software, and comput systems; network-to-network int (NNIs); and data communication software, and computer-based sy adapted to monitor and generate communication channel diagnost Leasing support, maintenance, tr educational services for data com equipment, apparatus, and softw digital and analog transceivers; multiplexers; routers; concentrat access devices for the public serv telephone network (PSTN); for fr networks, and for asynchronous t mode (ATM) networks: network modules; channel service units (service units (DSUs); digital sub access multiplexers (DSLAMs); management equipment, softwar computer-based systems; networ network interfaces (NNIs); and d communication equipment, soft computer-based systems adapted and generate data communicatio diagnostics (IC38)
OPENLANE 61605-3380	United States	75/428380 2/3/98	2,381,757 8/29/00	9	Software for monitoring, managi performing diagnostics relative t management systems, network a devices and modems (IC=9)
PARADYNE 61605-4070	Argentina	1582910 2/18/87	1384134 1/31/91	9	Processing communications equi namely, display terminals, magn units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE	Australia	428646/85 6/20/85	428646 6/20/85	9	Communications signal processi

61605-4071					equipment and parts thereof incl display terminals, magnetic tape printers, printed circuit board ana modems and data transmitter rec (IC=9)
PARADYNE 61605-4072	Austria	1259/80 4/29/80	95144 9/19/80	9	Data processing communications namely, display terminals, magn units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4073	Benelux	637533 7/16/80	368185 3/6/81	9	Data processing communications namely, display terminals, magn units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4074	Brazil	3686687 2/3/87	813686687 1/17/89	9	Data processing equipment, nam terminals, magnetic tape units, li card readers, modems and data tr receivers (IC=9)
PARADYNE 61605-4075	Canada	437506 3/26/79	260175 6/26/81	9	Data processing equipment, nam terminals, magnetic tape units, li card readers, modems and data tr receivers (IC=9)
PARADYNE 61605-4076	Chile	97.072 7/31/87	324.829 11/4/87	9	Processing communications equi namely display terminals, magne units, line printers, card readers, data receivers (IC=9)
PARADYNE 61605-4077	China	44618 12/3/85	264791 10/10/96	14	Processing communications equi namely, display terminals, magn units, line printers, card readers, data transmitter receivers
PARADYNE 61605-4142	CTM	505404 3/24/97	505404 3/24/97	9	Data communications equipment transceivers, modems CSU/DSU and WAN access devices (IC=9)
PARADYNE 61605-4078	Denmark	18551980 4/28/80	44111980 11/27/80	9	Data processing communications namely display terminals, magne units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4020	Ecuador	7804 3/19/87	1129/88 5/18/88	9	Processing communications equi namely, display terminals, magn units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4179	Egypt	106994 5/19/97	PENDING	9	Data communications equipment transceivers, modems, CSU/DSU WAN access devices (IC=9)
PARADYNE 61605-4079	France	561120 6/12/80	1138525 6/12/80	9	Processing data communications namely display terminals, magne units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4081	Germany	A49291/9WZ 11/27/90	2010894 3/10/92	9	Nautical, measurement, electroni photographic, cinematographic, weighing, measuring, signalling, (supervision), lifesaving and teac apparatus and instruments; scient apparatus and instruments for res laboratories (IC=9)
PARADYNE 61605-4080	Germany (West)	P27239/9 4/22/80	1012375 1/7/81	9	Data communications equipment transceivers, modems, CSU/DSU WAN access devices (IC=9)
PARADYNE	Hong Kong	2062/85 6/18/85	B424/89 9/10/87	9	Data processing equipment such

61605-4082					terminal equipment, magnetic ta equipment, line printers, readers, equipment and data receivers (IC
PARADYNE 61605-4178	India	755605 5/2/97	PENDING	9	Data communications equipment transceivers, modems, CSU/DSU WAN access devices (IC=9)
PARADYNE 61605-4182	Indonesia	D97 9181 5/15/97	411672 3/16/98	9	Data communications equipment transceivers, modems, CSU/DSU WAN access devices (IC=9)
PARADYNE 61605-4181	Israel	112282 5/6/97	112282 9/6/98	9	Data communications equipment transceivers, modems, CSU/DSU WAN access devices (IC=9)
PARADYNE 61605-4083	Italy	34211C/80 6/13/80	401643 2/12/86	9	Electronic apparatus and instrum communicating and processing d utilizing microprocessors but not electronic apparatus for use in rel pictures or utilizing pictures and including telephone sets (IC=9)
PARADYNE 61605-4084	Japan	102154/89 5/26/89	2455917 9/30/92	11	Electrical machines and apparatu communication machines and ap applied electronic machines and (excluding those belonging to me apparatus and instruments), elect materials (Japanese Class=11)(ne verify)
PARADYNE 61605-4085	Korea	85/11510 7/6/85	39/129464 8/27/86	39	Display terminals, magnetic tape printers, card readers, modems a transmitters receivers
PARADYNE 61605-4086	Malaysia	970 16044 11/10/97	PENDING	9	Data communications equipment transceivers, modems, CSU/DSU WAN access devices (IC=9)
PARADYNE 61605-4087	Mexico	27739 6/29/87	338617 6/30/87	9	Processing communications equi namely display terminals, magne line printers, card readers, mode transmitter receivers (IC=9)
PARADYNE 61605-4088	New Zealand	159179 6/18/85	159179 2/8/88	9	Computers; computer software, p communications equipment, incl display terminals, magnetic tape printers, card readers, modems a transmitter receivers (IC=9)
PARADYNE 61605-4089	Norway	801255 4/30/80	109696 11/5/81	9	Data processing communications namely display terminals, magne units, line printers, card readers, data transmission receivers (IC=
PARADYNE 61605-4090	Peru	127884 10/6/87	73862 3/18/88	9	Processing communications equi namely display terminals, magne units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4091	Philippines	00098312 2/10/95 (Replaces Reg. No. 42919)	66032 7/9/98	9	Processing communications equi namely display terminals, magne units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4177	Russia	97707170 5/21/97	171021 1/13/99	9	Data communications equipment transceivers, modems, data proce equipment, network access devic
PARADYNE 61605-4092	Singapore	S/3451/85 7/30/85	3451/85 7/30/85	9	Electronic apparatus for the input processing or transmission of dat reader/printers being electronic a the visual display and/or copying (IC=9)

PARADYNE 61605-4093	Spain	947598 7/8/80	947598 5/5/81	9	Data processing communications namely display terminals, magne units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4094	Sweden	80/2200 4/25/80	174548 12/5/80	9	Data processing communications namely display terminals, magne units, line printers, card readers, equipment and data transmitter r (IC=9)
PARADYNE 61605-4095	Switzerland	3017 6/12/80	307443 6/12/80	9	Data processing communications including display terminals, mag units, line printers, card readers, data transmitter and receivers (IC
PARADYNE 61605-4046	Taiwan	74/32225 6/31/85	337864 9/1/86 ABANDONED	80	Data transmitting receivers, mod machines, telephone sets, telegra machines, switchboards, commu apparatus and materials, wireless apparatus, television sets, interfa boards
PARADYNE 61605-4097	Taiwan	74/48084 11/20/85	332835 7/16/86	94	Monitors, modems, facsimile ma telegraph machines, telephone se switchboards, communications s wireless machinery and supplies, sets, interface cards, circuit boar
PARADYNE 61605-4098	Thailand	150811 10/8/85 Renewal No. 293629 9/19/95	108443 10/8/85 Renewal No. KOR35224 10/8/95*	9	Processing communications equi namely display terminals, magne units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4183	Turkey	7234 5/26/97	185078 5/26/97	9	Data communications equipment transceivers, modems, CSU/DSU WAN access devices (IC=9)
PARADYNE 61605-4099	UK	1132948 4/30/80	B1132948 4/30/80	9	Electronic apparatus for the proc displaying and communication o parts and fittings therefor (IC=9)
PARADYNE 61605-3180	United States	109170 12/10/76	1072166 8/30/77 EXPIRED	9	Data processing communications namely display terminals, magne units, line printers, card readers, data transmitter receivers (IC=9)
New "PARADYNE" 61605-3230		75/214678 12/17/96	2,347,953 5/9/00	9 38 41	Data communications apparatus generating Communication Chan Diagnostics, quipment, namely, c and optical f (IC=9) Leasing of data communications namely Channel Service Units (Service Units (DSUs); combined CSU/DSUs; Digital Subscriber L access systems; Frame Relay acc apparatus; modems; Operating S Data Communication Apparatus; Multiplexers; Network Interface Network Management Software; Data Communication Equipment generate data communication ch diagnostics; share diagnostic app network management; and simpl management protocol (SNMP) a (IC=38)

					Educational services, namely, tra seminars in the field of data com and cornputer networks (IC=41)
PARADYNE 61605-3190	United States	109169 12/10/76	1078092 11/22/77 EXPIRED	38 & 42	Consulting services in the field o communications; leasing data communications equipment
New "PARADYNE" 61605-3230		75/214678 12/17/96	PENDING		Leasing of data communications (IC=38) Consulting services informing cli regard to the field of data commu (IC=41)
PARADYNE (STYLIZED) 61605-3240 61605-3410	United States	75/184,564 10/21/96	2,248,498 6/1/99	9	Data communications equipment modems, CSU/DSUs multiplexer network access and multimedia t devices (IC=9)
PARADYNE 61605-4100	Venezuela	1160290 2/3/87	156.417-F 3/18/94	9	Processing communication equip namely display terminals, magne units, line printers, modems and transmitter receivers (IC=9)
PARADYNE 61605-4180	Vietnam	34109 5/20/97	28458 10/15/98	9	Data communications equipment transceivers, modems, CSU/DSU and WAN access devices (IC=9)
PARADYNE CREDIT CORP. & DESIGN 61605-3440	United States	75/629323 1/27/99	2,328,884 3/14/00	42	Leasing of data communications namely, CSUs; DSUs; CSU/DS access systems; frame relay acce modems; operating software for communications apparatus; multi network interface modules; NMS data communications equipment generate data communication ch diagnostics; shared diagnostic co shares diagnostic apparatus for n management; and SNMP appara
PERFORMANCE WIZARD 61605-3300	United States	75/296,170 5/22/97	2,255,934 6/22/99	9 & 16	Software for monitoring, managi performing diagnostics relative t management systems, network a devices and modems (IC=9) Literature, namely computer liter advertising materials, promotion brochures, technical manuals, us and other descriptive written mat associated with software for mon managing, and performing diagn relative to network management network access devices, and mod (IC=16)
REACHDSL 61605-3510	United States	76/197,073 1/17/01	PENDING	9	Data transceivers for telephone li communicatons; namely, modem electrical circuit boards, the circu installation at a telephone central switching office
TRIPLEPLAY 61605-3450	United States	75/621,579 1/15/99	PENDING	9	Application having hardware and for implementation in data comm apparatus namely, modems, telep office multiplexers, telephone ce switching system, and digital loo (DLCs), for enabling communica digital voice signals, telephonic a signals (POTS) and digital signal telephone lines (IC=9)

TRUEPUT 61605-3420	United States	75/587,061 F 11/12/98	PENDING	9	Data communication devices, na relay access units, frame relay ne management software (IC=9)
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A-11

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of July 16, 2001, is entered into between **Paradyne Corporation**, a Delaware corporation ("Borrower"), and **Foothill Capital Corporation**, a California corporation ("Secured Party"), with reference to the following:

WHEREAS, Borrower beneficially owns the Trademarks specified on Schedule A attached hereto (or any addendum thereto);

WHEREAS, Borrower, Paradyne Networks, Inc. and Secured Party are, contemporaneously herewith, entering into that certain Loan and Security Agreement (the "Loan Agreement"); and

WHEREAS, to induce Secured Party to make the financial accommodations provided to Borrower pursuant to the Loan Agreement, Borrower desires to pledge, grant, transfer, and assign to Secured Party a security interest in the Trademark Collateral (as defined below) to secure the Secured Obligations, as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, and warranties set forth herein and for other good and valuable consideration, the parties hereto agree as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Agreement" shall have the meaning ascribed to such term in the preamble of this Agreement.

"Borrower" shall have the meaning ascribed to such term in the preamble of this Agreement.

"Loan Agreement" shall have the meaning ascribed to such term in the recitals to this Agreement.

"Proceeds" shall mean whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as defined at Code section 9-102(a)(64), and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Borrower, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Borrower from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to

Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” shall mean the United States Patent and Trademark Office and any successor thereto.

“Secured Obligations” shall mean, with respect to Borrower, all liabilities, obligations, or undertakings owing by Borrower to Secured Party of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Loan Agreement, any of the other Loan Documents, or this Agreement, irrespective of whether for the payment of money, direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, now existing or hereafter arising, and including all interest (including interest that accrues after the filing of a case under the Bankruptcy Code) and any and all costs, fees (including attorneys’ fees), and expenses which Borrower is required to pay pursuant to any of the foregoing, by law, or otherwise.

“Secured Party” shall have the meaning ascribed to such term in the preamble of this Agreement.

“Trademark Collateral” shall have the meaning ascribed to such term in Section 2.

“Trademarks” shall have the meaning ascribed to such term in Section 2.

“United States” and “U.S.” shall each mean the United States of America.

(b) Terms Defined in Code. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the Code.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Loan Agreement that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Borrower and supplemental rights and remedies in favor of Secured Party (whether under federal law or applicable California law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Borrower hereby grants, assigns, transfers and conveys to Secured Party a continuing security interest in all of Borrower’s right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the “Trademark Collateral”):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Borrower, and all registrations and recordings thereof, and all applications filed or to

be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including, without limitation, any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the “Trademarks”);

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Borrower’s business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

The foregoing notwithstanding, the “Trademark Collateral” shall not include any General Intangibles that are now or hereafter held by Borrower as licensee, in the event that: (a) as a result of the grant of a security interest therein, Borrower’s rights in or with respect to such asset would be forfeited or would become terminable, or if Borrower would be deemed to have breached or defaulted under the applicable license or other agreement; and (b) any such restriction is effective and enforceable under applicable law; provided, however, that the term “Trademark Collateral” shall include (1) any and all proceeds of such assets, and (2) such assets at any time that the restrictions in the license or other agreement are no longer effective and enforceable or at any time that the applicable licensor or other applicable party’s consent is obtained to the grant of a security interest in and to such asset in favor of Secured Party.

(b) Continuing Security Interest. Borrower hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Loan Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Licenses. Anything in this Agreement to the contrary notwithstanding, Borrower may license the Trademark Collateral as provided in the Loan Agreement subject to the security interests of Secured Party therein.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. Borrower at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to Secured Party, and take any and all action which Secured Party, in the exercise of its Permitted Discretion, may request from time to time to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in, the Trademark Collateral held by Secured Party and to accomplish the purposes of this Agreement. If Borrower refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in accordance with the foregoing, Secured Party shall have the right, in the name of Borrower, or in the name of Secured Party or otherwise, without notice to or assent by Borrower, and Borrower hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as Borrower's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Borrower on all or any of such documents or instruments and perform all other acts that Secured Party in the exercise of its Permitted Discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Secured Party and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Borrower, which Secured Party, in the exercise of its Permitted Discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18; provided, however, that the foregoing power of attorney shall terminate when all of the Secured Obligations have been fully and finally repaid and performed and Secured Party's obligation to extend credit under the Loan Agreement is terminated.

4. Representations and Warranties. Borrower represents and warrants to Secured Party, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of the existing Trademarks of Borrower that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Borrower.

(b) Trademarks Subsisting. Each of the Trademarks of Borrower listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Borrower's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Borrower has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Borrower is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by Borrower not to sue third persons, and (iii) with respect to any Trademarks for which Borrower is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Borrower is not in material default of any of its obligations thereunder and, (i) other than the parties to such licenses or licensing agreements, or (ii) in the case of any non-exclusive license or license agreement entered into by Borrower or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Borrower or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of Borrower's knowledge, the past, present and contemplated future use of the Trademark Collateral by Borrower has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person or give any such Person the right to terminate any such right, privilege or license agreement.

(d) No Infringement. To the best of Borrower's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Borrower has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(e) Powers. Borrower has the unqualified right, power and authority to pledge and to grant to Secured Party security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Borrower agrees: (i) that it will comply in all material respects with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Secured Party written notice of the occurrence of any event that could have a material adverse effect on any of the Trademarks and the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Borrower is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Borrower shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and the Borrower shall give to Secured Party prompt notice thereof. Borrower shall do all things reasonably deemed necessary by Secured Party in the exercise of its Permitted Discretion to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Trademark Collateral. If Borrower refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in connection herewith, Borrower hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Borrower's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Secured Party. Notwithstanding any provision contained in this Agreement, Secured Party shall not have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to the Borrower or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party hereunder or in connection herewith, Secured Party shall not have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Secured Party shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Borrower hereby agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to Code Section 9-610. Borrower hereby agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Secured Party's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Borrower in which Secured Party has a security interest, including Secured Party's rights to sell inventory, tooling or packaging which is acquired by Borrower (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party, in the exercise of its Permitted Discretion, deems necessary, in the name of Borrower or Secured Party, to enforce or protect any of the Trademark Collateral, in which event Borrower shall, at the request of

Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party necessary to such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, the Borrower, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and, for that purpose, agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower and Secured Party and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and the laws of the State of California.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Secured Party may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

16. Loan Agreement. Borrower acknowledges that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Borrower acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. Borrower agrees that, to the extent of any conflict between the provisions of this Agreement and the Loan Agreement, the provisions of the Loan Agreement shall govern.

18. Termination. Upon the payment and performance in full in cash of the Secured Obligations, including the cash collateralization, expiration, or cancellation of all Secured Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by Borrower, at Borrower's expense, as shall be necessary to evidence termination of the security interest granted by Borrower to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

19. Release of Collateral. Upon any sale, license or other disposition of assets of Borrower constituting Trademark Collateral permitted under the Loan Documents, the security interest and other rights granted hereunder with respect to such Trademark Collateral shall be automatically terminated and released, and Secured Party, at the request of Borrower, will execute and deliver to Borrower the proper instruments (including Code termination statements) acknowledging the release of Secured Party's security interest in such Trademark Collateral and will file such instruments with the PTO as may be necessary to evidence the release of Secured Party's security interest in such Trademark Collateral.

[Signature page follows]

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

PARADYNE CORPORATION,
a Delaware corporation

By: 
Title: Senior Vice President

FOOTHILL CAPITAL CORPORATION,
a California corporation

By: _____
Title: _____

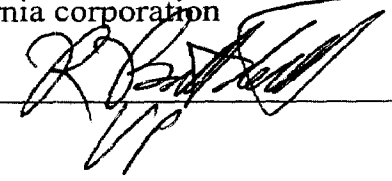
TVA demand

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

PARADYNE CORPORATION,
a Delaware corporation

By: _____
Title:

FOOTHILL CAPITAL CORPORATION,
a California corporation

By:  _____
Title:

STATE OF)
) ss
COUNTY OF)

On June __, 2001, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

[SEAL]

STATE OF)
) ss
COUNTY OF)

On June __, 2001, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

[SEAL]

SCHEDULE A

Trademarks of Borrower

TRADEMARK NAME	COUNTRY	APPLICATION NO./DATE	REGISTRATION NO./DATE	CLASS	GOODS/SERVICE
ACCULINK 61605-4021	Brazil	816542899 12/13/91	816542899 8/10/93	9	Data communications multiplexers
ACCULINK 61605-3050	United States	73/715450 3/7/88	1540216 5/23/89	9	Network multiplexers (IC=9)
AUDIOSPAN 61605-3030	United States	75/164,158 9/11/96	PENDING (will be abandoned)	9 & 16	Electrical apparatus, signaling, a communications devices, namely modems and simultaneous voice modems (IC=9) Instructional, teaching, and user said devices (IC=16)
AUDIOSPAN & DESIGN 61605-3040	United States	75/164,656 9/12/96	PENDING (will be abandoned)	9 & 16	Electrical apparatus, signaling, a communications devices, namely modems and simultaneous voice modems (IC=9) Instructional, teaching, and user said devices (IC=16)
CELLSAVER 61605-3470	United States		PENDING	9	Data communications devices, network access units for asynchronous transfer mode (ATM) networks (IC=9)
COMSPHERE 61605-4023	Brazil	816542929 12/31/91	816542929 8/10/93	9	Data communications modem and management system (IC=9)
COMSPHERE 61605-3080	United States	74/023151 1/25/90	1678989 3/10/92	9	Network management system computer programs, computers, monitors, multiplexers, peripheral interface units (IC=9)
ETC 61605-3120	United States	74/398411 6/3/93	1908210 8/1/95 (will be abandoned)	9	Cellular Protocol Modems (IC=9)
ETC2 61605-3350	United States	75/314,726 6/25/97	PENDING (will be abandoned)	9	Cellular Protocol Modems (IC=9)
FRAMESAVER 61605-3290	United States	75/290,696 5/12/97	2,239,563 4/13/99	9	Data Communications Devices, frame relay access units, frame relay compression units, and frame relay management software for managing the aforementioned frame relay network (IC=9)
GRANDVIEW 61605-3500	United States	76/186,283 12/27/00	PENDING	9	Network Management Software
HOTWIRE 61605-4145 61605-4171	Argentina	2072642 4/8/97 2072643 4/8/97	1,746,473 07/27/99	9 16	Data communications devices and internetworking devices, namely shelves, POTS splitters, routers,

61605-4173		2072644 4/8/97	1.674.658 7/15/98	35	including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures (IC=16) Leasing data communications de internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) fun (IC=35)
HOTWIRE "Paradyne Hotwire" 61605-4146	Australia	730740 3/24/97	730740 3/24/97	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE "Paradyne Hotwire" 61605-4167	Benelux	889544 3/11/97	616768 3/11/97	9 & 36	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Leasing data communications de internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) fun (IC=36)
HOTWIRE 61605-4147	Brazil	819841870 3/11/97	819841870 3/11/97	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4144	Canada	838,725 3/7/97	PENDING	9, 16, 35	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures (IC=16) Leasing data communications de internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) fun (IC=35)
HOTWIRE 61605-4148 61605-4196	Chile	374.762 4/17/97 374.761 4/17/97	504.174 6/1/98 (IC 9&16) 503.173 1/30/98 (IC 35)	9, 16 35	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a

					brochures (IC=16) Leasing data communications de internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) fun (IC=35)
HOTWIRE 61605-4149	China	970024993 3/24/97	REJECTED	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4139	CTM	491373 3/11/97	491373 3/11/97	9, 16, 42	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures (IC=16) Consulting services in field of da communications (IC=42)
HOTWIRE 61605-4158	Egypt	105598	PENDING	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4150	Hong Kong	97 03188 3/10/97	B14748/1999	9	Data communications devices an internetworking devices, modem splitters, routers, digital app. For sound and/or data (IC=9)
HOTWIRE 61605-4159	India	755071 3/18/97	PENDING	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4160	Indonesia	097 4184 3/12/97	408327 4/10/97	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4151	Israel	110949 3/10/97	110949 3/3/98	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4140	Japan	9-25583 3/12/97	PENDING	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE "Paradyne Hotwire" 61605-4152	Korea	97-14026 3/28/97	436391 12/30/98	9	Wired communication apparatus, modems, concentrators, telephone routers, and bridges (IC=9)

HOTWIRE 61605-4161 61605-4174	Malaysia	MA/3030/97 3/11/97 MA/3031/97 3/11/97	PENDING	9 16	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures (IC=16)
HOTWIRE 61605-4153	Mexico	289381 3/11/97 Refiled 2/9/01 470242	572810 3/11/97	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE and "PARADYNE HOTWIRE" (both registered) 61605-4154 61605-4197	New Zealand	273646 3/7/97 274760 3/27/97	273646 5/27/98 274760 5/27/98	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE "Paradyne Hotwire" 61605-4162	Norway	972554 3/26/97	196784 4/6/99	9,16,38,4 2	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures (IC=16) Leasing data communications de internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) fun (IC=38) Leasing(IC=42)
HOTWIRE 61605-4155	Peru	034074 3/12/97	38046 8/11/97	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4169 61605-4170 61605-4171	Philippines	118771 3/12/97 118772 3/12/97 118773 3/12/97	PENDING	9 16 35	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures (IC=16) Leasing data communications de internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) fun (IC=35)
HOTWIRE "Paradyne Hotwire" 61605-4163	Russia	97705436 4/15/97	168514 10/16/98	9,16 35 38	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers,

				42	including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures (IC=16) Advertising (IC=35) Message sending, Computer aide transmission of messages and im (electronic), Rental of message s apparatus, communication by co terminals (IC=38) Rental (computers) (IC=42)
HOTWIRE 61605-4156 61605-4175 61605-4176	Singapore	S/2720/97 3/10/97 S/2721/97 3/10/97 S/2722/97 3/10/97	PENDING	9 16	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures (IC=16)
HOTWIRE "Paradyne Hotwire" 61605-4157	Switzerland	03134/1997 4/18/97	445.920 11/7/97	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4164	Thailand	330195 3/12/97	Kor73251 6/11/98	9	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9)
HOTWIRE 61605-4165	Turkey	3227 3/12/97	183806 3/12/97	9, 16	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures, and operating manual brochures (IC=16)
HOTWIRE 61605-4166	Vietnam	N-0894/97 3/11/97	27698 7/28/98	9, 16, 35	Data communications devices an internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) tech (IC=9) Promotional materials, data sheet literature, instructional manuals a brochures, and operating manual brochures (IC=16) Leasing data communications de internetworking devices, namely shelves, POTS splitters, routers, including such devices for imple digital subscriber line (DSL) fun (IC=35)
HOTWIRE	United States	75/164,890 9/12/96	2,239,287 4/13/99	9	Data communications devices an

61605-3020					internetworking hardware device implement DSL technology, nam modems, central office access co plain old telephone (POTS) splitt and bridges(IC=9)
HOTWIRE & DESIGN 61605-3360	United States	75/397,939 12/1/97	2,255,067 6/22/99	9	Data communications devices an internetworking devices that imp technology, namely modems, ce access concentrators, plain old te (POTS) splitters, routers and brid
MVL 61605-3310	United States	75/428396 2/3/98	2,379,897 8/22/00	9	Data Transceivers, namely, netw devices and modems (IC=9)
NEXTEDGE 61605-3460	United States	75/661,700 3/16/99	2,324,269 2/29/00	9	Multiplexers (IC-9)
NEXTEDGE NETWORKS 61605-3480 61605-3490	United States	76/110053 8/15/00 76/110054 8/15/00	PENDING	9	Data communications equipment and software, namely, digital and transceivers; modems; multiplex concentrators; network access de public service telephone network frame relay networks, and for as transfer mode (ATM) networks; interface modules; channel servi (CSUs); data service units (DSU subscriber line access multiplexe (DSLAMs); network managem equipment, software, and comput systems; network-to-network int (NNIs); and data communication software, and computer-based sy adapted to monitor and generate communication channel diagnost Leasing support, maintenance, tr educational services for data com equipment, apparatus, and softw digital and analog transceivers; multiplexers; routers; concentrat access devices for the public serv telephone network (PSTN); for fr networks, and for asynchronous t mode (ATM) networks; network modules; channel service units (service units (DSUs); digital sub access multiplexers (DSLAMs); management equipment, softwar computer-based systems; networ network interfaces (NNIs); and d communication equipment, soft computer-based systems adapted and generate data communicatio diagnostics (IC38)
OPENLANE 61605-3380	United States	75/428380 2/3/98	2,381,757 8/29/00	9	Software for monitoring, managi performing diagnostics relative t management systems, network a devices and modems (IC=9)
PARADYNE 61605-4070	Argentina	1582910 2/18/87	1384134 1/31/91	9	Processing communications equi namely, display terminals, magn units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE	Australia	428646/85 6/20/85	428646 6/20/85	9	Communications signal processi

61605-4071					equipment and parts thereof incl display terminals, magnetic tape printers, printed circuit board ana modems and data transmitter rec (IC=9)
PARADYNE 61605-4072	Austria	1259/80 4/29/80	95144 9/19/80	9	Data processing communications namely, display terminals, magn units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4073	Benelux	637533 7/16/80	368185 3/6/81	9	Data processing communications namely, display terminals, magn units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4074	Brazil	3686687 2/3/87	813686687 1/17/89	9	Data processing equipment, nam terminals, magnetic tape units, li card readers, modems and data tr receivers (IC=9)
PARADYNE 61605-4075	Canada	437506 3/26/79	260175 6/26/81	9	Data processing equipment, nam terminals, magnetic tape units, li card readers, modems and data tr receivers (IC=9)
PARADYNE 61605-4076	Chile	97.072 7/31/87	324.829 11/4/87	9	Processing communications equi namely display terminals, magne units, line printers, card readers, data receivers (IC=9)
PARADYNE 61605-4077	China	44618 12/3/85	264791 10/10/96	14	Processing communications equi namely, display terminals, magn units, line printers, card readers, data transmitter receivers
PARADYNE 61605-4142	CTM	505404 3/24/97	505404 3/24/97	9	Data communications equipment transceivers, modems CSU/DSU and WAN access devices (IC=9)
PARADYNE 61605-4078	Denmark	18551980 4/28/80	44111980 11/27/80	9	Data processing communications namely display terminals, magne units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4020	Ecuador	7804 3/19/87	1129/88 5/18/88	9	Processing communications equi namely, display terminals, magn units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4179	Egypt	106994 5/19/97	PENDING	9	Data communications equipment transceivers, modems, CSU/DSU WAN access devices (IC=9)
PARADYNE 61605-4079	France	561120 6/12/80	1138525 6/12/80	9	Processing data communications namely display terminals, magne units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4081	Germany	A49291/9WZ 11/27/90	2010894 3/10/92	9	Nautical, measurement, electroni photographic, cinematographic, weighing, measuring, signalling, (supervision), lifesaving and teac apparatus and instruments; scient apparatus and instruments for res laboratories (IC=9)
PARADYNE 61605-4080	Germany (West)	P27239/9 4/22/80	1012375 1/7/81	9	Data communications equipment transceivers, modems, CSU/DSU WAN access devices (IC=9)
PARADYNE	Hong Kong	2062/85 6/18/85	B424/89 9/10/87	9	Data processing equipment such

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61605-4082					terminal equipment, magnetic ta equipment, line printers, readers, equipment and data receivers (IC
PARADYNE 61605-4178	India	755605 5/2/97	PENDING	9	Data communications equipment transceivers, modems, CSU/DSU WAN access devices (IC=9)
PARADYNE 61605-4182	Indonesia	D97 9181 5/15/97	411672 3/16/98	9	Data communications equipment transceivers, modems, CSU/DSU WAN access devices (IC=9)
PARADYNE 61605-4181	Israel	112282 5/6/97	112282 9/6/98	9	Data communications equipment transceivers, modems, CSU/DSU WAN access devices (IC=9)
PARADYNE 61605-4083	Italy	34211C/80 6/13/80	401643 2/12/86	9	Electronic apparatus and instrum communicating and processing d utilizing microprocessors but not electronic apparatus for use in rel pictures or utilizing pictures and including telephone sets (IC=9)
PARADYNE 61605-4084	Japan	102154/89 5/26/89	2455917 9/30/92	11	Electrical machines and apparatu communication machines and ap applied electronic machines and (excluding those belonging to me apparatus and instruments), elect materials (Japanese Class=11)(ne verify)
PARADYNE 61605-4085	Korea	85/11510 7/6/85	39/129464 8/27/86	39	Display terminals, magnetic tape printers, card readers, modems a transmitters receivers
PARADYNE 61605-4086	Malaysia	970 16044 11/10/97	PENDING	9	Data communications equipment transceivers, modems, CSU/DSU WAN access devices (IC=9)
PARADYNE 61605-4087	Mexico	27739 6/29/87	338617 6/30/87	9	Processing communications equi namely display terminals, magne line printers, card readers, mode transmitter receivers (IC=9)
PARADYNE 61605-4088	New Zealand	159179 6/18/85	159179 2/8/88	9	Computers; computer software, p communications equipment, incl display terminals, magnetic tape printers, card readers, modems a transmitter receivers (IC=9)
PARADYNE 61605-4089	Norway	801255 4/30/80	109696 11/5/81	9	Data processing communications namely display terminals, magne units, line printers, card readers, data transmission receivers (IC=
PARADYNE 61605-4090	Peru	127884 10/6/87	73862 3/18/88	9	Processing communications equi namely display terminals, magne units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4091	Philippines	00098312 2/10/95 (Replaces Reg. No. 42919)	66032 7/9/98	9	Processing communications equi namely display terminals, magne units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4177	Russia	97707170 5/21/97	171021 1/13/99	9	Data communications equipment transceivers, modems, data proce equipment, network access devic
PARADYNE 61605-4092	Singapore	S/3451/85 7/30/85	3451/85 7/30/85	9	Electronic apparatus for the input processing or transmission of dat reader/printers being electronic a the visual display and/or copying (IC=9)

PARADYNE 61605-4093	Spain	947598 7/8/80	947598 5/5/81	9	Data processing communications namely display terminals, magne units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4094	Sweden	80/2200 4/25/80	174548 12/5/80	9	Data processing communications namely display terminals, magne units, line printers, card readers, equipment and data transmitter r (IC=9)
PARADYNE 61605-4095	Switzerland	3017 6/12/80	307443 6/12/80	9	Data processing communications including display terminals, mag units, line printers, card readers, data transmitter and receivers (IC
PARADYNE 61605-4046	Taiwan	74/32225 6/31/85	337864 9/1/86 ABANDONED	80	Data transmitting receivers, mod machines, telephone sets, telegra machines, switchboards, commu apparatus and materials, wireless apparatus, television sets, interfa boards
PARADYNE 61605-4097	Taiwan	74/48084 11/20/85	332835 7/16/86	94	Monitors, modems, facsimile ma telegraph machines, telephone se switchboards, communications s wireless machinery and supplies, sets, interface cards, circuit boar
PARADYNE 61605-4098	Thailand	150811 10/8/85 Renewal No. 293629 9/19/95	108443 10/8/85 Renewal No. KOR35224 10/8/95	9	Processing communications equi namely display terminals, magne units, line printers, card readers, data transmitter receivers (IC=9)
PARADYNE 61605-4183	Turkey	7234 5/26/97	185078 5/26/97	9	Data communications equipment transceivers, modems, CSU/DSU WAN access devices (IC=9)
PARADYNE 61605-4099	UK	1132948 4/30/80	B1132948 4/30/80	9	Electronic apparatus for the proc displaying and communication o parts and fittings therefor (IC=9)
PARADYNE 61605-3180	United States	109170 12/10/76	1072166 8/30/77 EXPIRED	9	Data processing communications namely display terminals, magne units, line printers, card readers, data transmitter receivers (IC=9)
New "PARADYNE" 61605-3230		75/214678 12/17/96	2,347,953 5/9/00	9 38 41	Data communications apparatus generating Communication Chan Diagnostics, quipment, namely, e and optical f (IC=9) Leasing of data communications namely Channel Service Units (Service Units (DSUs); combined CSU/DSUs; Digital Subscriber L access systems; Frame Relay acc apparatus; modems; Operating S Data Communication Apparatus; Muiltplexers; Network Interface Network Management Software; Data Communication Equipment generate data communication ch diagnostics; share diagnostic app network management; and simpl management protocol (SNMP) a (IC=38)

					Educational services, namely, tra seminars in the field of data com and computer networks (IC=41)
PARADYNE 61605-3190	United States	109169 12/10/76	1078092 11/22/77 EXPIRED	38 & 42	Consulting services in the field o communications; leasing data communications equipment
New "PARADYNE" 61605-3230		75/214678 12/17/96	PENDING		Leasing of data communications (IC=38) Consulting services informing cli regard to the field of data commu (IC=41)
PARADYNE (STYLIZED) 61605-3240 61605-3410	United States	75/184,564 10/21/96	2,248,498 6/1/99	9	Data communications equipment modems, CSU/DSUs multiplexer network access and multimedia t devices (IC=9)
PARADYNE 61605-4100	Venezuela	1160290 2/3/87	156.417-F 3/18/94	9	Processing communication equip namely display terminals, magne units, line printers, modems and transmitter receivers (IC=9)
PARADYNE 61605-4180	Vietnam	34109 5/20/97	28458 10/15/98	9	Data communications equipment transceivers, modems, CSU/DSU and WAN access devices (IC=9)
PARADYNE CREDIT CORP. & DESIGN 61605-3440	United States	75/629323 1/27/99	2,328,884 3/14/00	42	Leasing of data communications namely, CSUs; DSUs; CSU/DS access systems; frame relay acce modems; operating software for communications apparatus; multi network interface modules; NMS data communications equipment generate data communication ch diagnostics; shared diagnostic co shares diagnostic apparatus for n management; and SNMP appara
PERFORMANCE WIZARD 61605-3300	United States	75/296,170 5/22/97	2,255,934 6/22/99	9 & 16	Software for monitoring, managi performing diagnostics relative t management systems, network a devices and modems (IC=9) Literature, namely computer liter advertising materials, promotion brochures, technical manuals, us and other descriptive written mat associated with software for mon managing, and performing diagn relative to network management network access devices, and mod (IC=16)
REACHDSL 61605-3510	United States	76/197,073 1/17/01	PENDING	9	Data transceivers for telephone li communicatons; namely, modem electrical circuit boards, the circu installation at a telephone central switching office
TRIPLEPLAY 61605-3450	United States	75/621,579 1/15/99	PENDING	9	Application having hardware and for implementation in data comm apparatus namely, modems, telep office multiplexers, telephone ce switching system, and digital loo (DLCs), for enabling communica digital voice signals, telephonic a signals (POTS) and digital signal telephone lines (IC=9)

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TRUEPUT 61605-3420	United States	75/587,061 F 11/12/98	PENDING	9	Data communication devices, na relay access units, frame relay ne management software (IC=9)
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