

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luminous Networks, Inc.		02/16/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ADTRAN, Inc.		
Street Address:	901 Explorer Blvd NW		
City:	Huntsville		
State/Country:	ALABAMA		
Postal Code:	35806		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76101682	PACKETWAVE	
Serial Number:	76101683	LUMINOUS NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	(512)536-4598		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	512.474.5201		
Email:	aotrademark@fulbright.com		
Correspondent Name:	Shannon T. Vale		
Address Line 1:	600 Congress Avenue, Suite 2400		
Address Line 4:	Austin, TEXAS 78701		
ATTORNEY DOCKET NUMBER:	ADTR:202		
NAME OF SUBMITTER:	Karla Lambert		
Signature:	/Karla Lambert/		
Date:	10/29/2008		

OP \$65.00 76101682

Total Attachments: 17

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is entered into as of February 16, 2006 (the "Effective Date"), by and between Luminous Networks, Inc., a California corporation ("Seller"), and ADTRAN, Inc., a Delaware corporation ("Purchaser"). Purchaser and Seller are referred to collectively herein as the "Parties." Certain capitalized terms used herein are defined in Article X below.

WHEREAS, Seller is engaged in the design, production and sale of fiber transport products, sub-assemblies, accessories, software and firmware currently manufactured by or at the direction of Seller or currently under development and also engages in other ancillary connected services (collectively, "Products");

WHEREAS, Purchaser wishes to purchase from Seller, and Seller is willing to sell to Purchaser, substantially all of Seller's remaining intellectual property, inventory and equipment upon the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, agreements and warranties herein contained, the Parties hereby agree as follows:

ARTICLE I

PURCHASE AND SALE

1.1 Acquired Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing (as defined below), Seller will sell, convey, assign, transfer and deliver to Purchaser, and Purchaser will accept, purchase, acquire and take assignment and delivery of, all right, title and interest in, to and under the following assets of Seller (wherever located) (collectively, the "Acquired Assets") free and clear of all Encumbrances:

- (a) all Intellectual Property (as defined herein);

(h) to the extent assignable or otherwise transferable, all rights in the Licensed Intellectual Property.

ATLANTA:4794913.6

TRADEMARK
REEL: 003879 FRAME: 0124

3.5 Intellectual Property.

(a) Identification of Intellectual Property. Schedule 3.5(a) sets forth a complete and accurate list and full description of all Intellectual Property. With respect to any registrations of the Intellectual Property, Schedule 3.5(a) also sets forth, as to each such item of the Intellectual Property, the (i) relevant application or registration number, (ii) relevant filing, registration, issue or application date, (iii) record owner, (iv) country, (v) title or description and (vi) remaining life thereof. In addition, Schedule 3.5(a) identifies whether each item of the Intellectual Property is owned by Seller contains any Licensed Intellectual Property, or is possessed and used by Seller under any license, contract, agreement or other commitment and, if under any such commitment, the identity of the parties thereto, the term thereof and all amounts payable thereunder together with the payment terms therefor.

(b) Ownership and Protection. With respect to each item of Intellectual Property identified as being owned by Seller, Seller owns all right, title and interest in and to such Intellectual Property, and has not encumbered or impaired any rights in same. Except as set forth in Schedule 3.5(b), Seller has obtained an enforceable written assignment of all right, title and interest in and to each item of the Intellectual Property owned by Seller from each person or entity participating in the discovery, development or creation of such Intellectual Property. Except as otherwise provided in Schedule 3.5(b), Seller has no obligation to compensate, or to obtain the consent of, any third party for the use of any item of the Intellectual Property. All employees, independent contractors, or other persons who have had access to or participated in the development in any of the Intellectual Property owned by Seller have signed appropriate confidentiality and non-disclosure agreements and, in the case of independent contractors, appropriate work for hire agreements and assignments, sufficient to protect Seller's ownership rights in the Intellectual Property and the unauthorized use or disclosure of same. All registrations and applications to register the Intellectual Property in each of the countries in which any of the same is registered are valid and subsisting in all respects and have been properly maintained. No party has any claim to any moral rights with respect to the Intellectual Property owned by Seller.

(c) Litigation and Claims. Except as disclosed on Schedule 3.5(c), there is neither pending nor, to the knowledge of Seller, threatened any suit, action, claim, arbitration, grievance, litigation, administrative or legal or other proceeding, or investigation, against Seller or its licensors contesting the validity of, or Seller's right to use, any of the Intellectual Property.

(d) Licenses. Except as set forth on Schedule 3.5(d), Seller has not granted any license or other right to use, in any manner, any item of Intellectual Property, whether or not requiring the payment of royalties, and no third party has any right to use any of the Intellectual Property owned by Seller.

(e) Protection. Seller has reasonably protected the Intellectual Property as the proprietary property and trade secrets of Seller. To Seller's knowledge, there has not been any default under any confidentiality agreement regarding the use and disclosure of the Intellectual Property.

(f) Infringement.

- (i) To Seller's knowledge, no Person is (A) infringing upon all or any portion of the Intellectual Property, or (B) using all or any portion of the Intellectual Property in derogation of any rights acquired by Purchaser under this Agreement.
- (ii) There is no interference action or other litigation pending or, to Seller's knowledge, threatened before any governmental entity (including, without limitation, the United States Patent and Trademark Office, United States Copyright Office, or corresponding governmental entities in foreign jurisdictions) in regard to any of the Intellectual Property.
- (iii) To Seller's knowledge, none of the Intellectual Property interferes, infringes or is alleged to infringe any patents, copyrights, trademarks, trade secrets or other proprietary rights of any other Person. Seller has not received notice of infringement upon, misappropriation of, or conflict with, any asserted right of any third party, and there is no basis for any such notice. Seller has not received notice of any claim that Seller does not have the unrestricted right to use, free of any rights or claims of others all Intellectual Property in the development, manufacture, use, sale or other disposition of any of all Products presently being used, furnished, or sold by Seller.
- (iv) To Seller's knowledge, the inception, development and reduction to practice of the Intellectual Property have not constituted or involved, and do not constitute or involve, the misappropriation of trade secrets, confidential information or other rights of any other Person.
- (v) The Intellectual Property conforms to its specifications and documentation in all material respects.

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ARTICLE X

CERTAIN DEFINITIONS

For purposes of this Agreement, the following capitalized terms have the respective meaning ascribed below.

"Licensed Intellectual Property" shall mean all intellectual property and other technology which is licensed by Seller from third parties and which is used by Seller in the development, use of, or commercialization of the Products.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered on the date first above written.

LUMINOUS NETWORKS, INC.:

By: [Signature]
Name: CHRIS STARK
Title: PRESIDENT & CEO

ADTRAN, INC.:

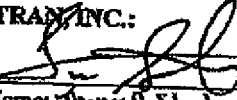
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered on the date first above written.

LUMINOUS NETWORKS, INC.:

By: _____
Name: _____
Title: _____

ADTRAN, INC.:

By:  _____
Name: Thomas L. Shuman
Title: CEO

LIST OF SCHEDULES

Schedule 3.5(a) Intellectual Property

ATLANTA:4794913.6

TRADEMARK
REEL: 003879 FRAME: 0131

Schedule 3.5 (a)
Intellectual Property

See Attached Schedules for List of Acquired Trademarks



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Typed Drawing

Word Mark RESILIENT PACKET TRANSPORT
 Goods and Services (ABANDONED) IC 009, US 021 023 026 036 038, G & S: Network switches and network management software and user manuals packaged as a unit therewith
 Mark Drawing Code (1) TYPED DRAWING
 Design Search Code
 Serial Number 76286485
 Filing Date July 17, 2001
 Current Filing Basis 1B
 Original Filing Basis 1B
 Owner (APPLICANT) Luminous Networks, Inc. CORPORATION CALIFORNIA 10460 Bubb Road Cupertino CALIFORNIA 95014
 Attorney of Record Eliane Setton
 Type of Mark TRADEMARK
 Register PRINCIPAL
 Live/Dead Indicator DEAD
 Abandonment Date October 7, 2002

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Typed Drawing

Word Mark RPT
 Goods and Services (ABANDONED) IC 009. US 021 023 026 036 038. G & S: Network switches and network management software and user manuals packaged as a unit therewith
 Mark Drawing Code (1) TYPED DRAWING
 Design Search Code
 Serial Number 76286483
 Filing Date July 17, 2001
 Current Filing Basis 1B
 Original Filing Basis 1B
 Owner (APPLICANT) Luminous Networks, Inc. CORPORATION CALIFORNIA 10460 Bubb Road Cupertino CALIFORNIA 95014
 Attorney of Record Eliane Setton
 Type of Mark TRADEMARK
 Register PRINCIPAL
 Live/Dead Indicator DEAD
 Abandonment Date October 7, 2002

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Typed Drawing

Word Mark	PACKETWAVE
Goods and Services	IC 009, US 021 023 026 036 038, G & S: Network switches and network management software and user manuals packaged as a unit therewith, FIRST USE: 20000300, FIRST USE IN COMMERCE: 20000300
Mark Drawing Code	(1) TYPED DRAWING
Design Search Code	
Serial Number	76101682
Filing Date	August 1, 2000
Current Filing Basis	1A
Original Filing Basis	1A
Published for Opposition	April 8, 2003
Registration Number	2807685
Registration Date	January 27, 2004
Owner	(REGISTRANT) Luminous Networks, Inc. CORPORATION CALIFORNIA 10460 Bubb Road Cupertino CALIFORNIA 95014
Attorney of Record	Ellene Setton
Type of Mark	TRADEMARK
Register	PRINCIPAL
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Word Mark LUMINOUS NETWORKS
 Goods and Services IC 009. US 021 023 026 036 038. G & S: Network switches and network management software and user manuals packaged as a unit therewith. FIRST USE: 20000700. FIRST USE IN COMMERCE: 20000700

Mark Drawing Code (3) DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS

Design Search Code 26.17.09 - Bands, curved; Bars, curved; Curved line(s), band(s) or bar(s); Lines, curved

Serial Number 76101683

Filing Date August 1, 2000

Current Filing Basis 1A

Original Filing Basis 1B

Published for Opposition January 15, 2002

Registration Number 2727633

Registration Date June 17, 2003

Owner (REGISTRANT) Luminous Networks, Inc. CORPORATION CALIFORNIA 10460 Bubb Road Cupertino CALIFORNIA 95014

Attorney of Record ELIANE SETTON

Disclaimer NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "NETWORKS" APART FROM THE MARK AS SHOWN

Type of Mark TRADEMARK

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Word Mark PACKETMAN
 Goods and Services (ABANDONED) IC 009, US 021 023 026 036 038, G & S: Network switches and network management software and user manuals packaged as a unit therewith
 Mark Drawing Code (1) TYPED DRAWING
 Design Search Code
 Serial Number 78303019
 Filing Date September 19, 2003
 Current Filing Basis 1B
 Original Filing Basis 1B
 Owner (APPLICANT) Luminous Networks, Inc. CORPORATION CALIFORNIA 10460 Subb Road Cupertino CALIFORNIA 95014
 Attorney of Record Eilane Setton, Esq.
 Type of Mark TRADEMARK
 Register PRINCIPAL
 Live/Dead Indicator DEAD
 Abandonment Date November 15, 2004

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Typed Drawing

Word Mark PACKETSTREAM
Goods and Services (ABANDONED) IC 009, US 021 023 026 036 038, G & S: Network switches and network management software and user manuals packaged as a unit therewith
Mark Drawing Code (1) TYPED DRAWING
Design Search Code
Serial Number 78303025
Filing Date September 19, 2003
Current Filing Basis 1B
Original Filing Basis 1B
Owner (APPLICANT) Luminous Networks, Inc. CORPORATION CALIFORNIA 10460 Bubb Road Cupertino CALIFORNIA 95014
Attorney of Record Ellene Setton, Esq.
Type of Mark TRADEMARK
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