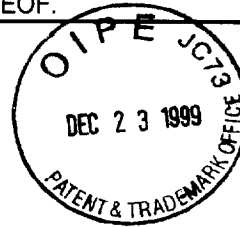


01-04-2000

SHEET
ITS ONLYTO THE ASSISTANT COMMISSIONER
SIR: PLEASE RECORD THE ATTACHMENT

101236419

BY THEREOF.



1. NAME OF CONVEYING PARTY

1. Cable & Wireless plc

3.

5.

7.

2.

4.

6.

8.

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? ☐ YES ☒ NO

2. PARTY(IES) (ASSIGNEE(S)) RECEIVING INTEREST:

NAME: Cable & Wireless Marine Limited

ADDRESS: East Saxon House, 27 Duke Street, Chelmsford, Essex CM1 1HT, ENGLAND

ADDITIONAL NAME(S) & ADDRESS(ES) ATTACHED? ☐ YES ☒ NO

3. NATURE OF CONVEYANCE (DOCUMENT):

(Submit herewith only one document for recordation—multiple copies of same Assignment signed by different inventors is one document)

☒ ASSIGNMENT OF ☒ WHOLE ☐ PART INTEREST
☐ ORIGINAL ☐ FACSIMILE/PHOTOCOPY
☐ CHANGE OF NAME ☐ VERIFIED TRANSLATION
☐ SECURITY ☐ MERGER ☐ OTHER:

EXEC. DATE: July 2, 1999

EXECUTION DATE(S) ON THE DECLARATION IF FILED HEREWITH: (NOTE: IF DATES ON DECLARATION AND ASSIGNMENT DIFFER SEE ATTY!)

4.5 APPL. NO.(S) OR PAT NO.(S). OTHERS ON ADDITIONAL SHEET(S) attached? ☐ YES ☒ NO

A. PAT. APP. NO.(S) series code/serial no	M#	1 st INVENTOR if not in item 1	B. PATENT NO(S)	M#	1 st INVENTOR if not in item 1
09/410,103	264125	Featherstone	5,988,948	244376	Featherstone
09/185,72	256442	Ollason			

5. Name & Address of Party to Whom Correspondence
Concerning Document Should be Mailed:

Pillsbury Madison & Sutro LLP
Intellectual Property Group
 1100 New York Avenue, NW
 Ninth Floor
 Washington, DC 20005-3918

6. NUMBER INVOLVED:

APPLNS 2 + PATS 1 = TOTAL 3

7. AMOUNT OF FEE ENCLOSED: (Code 581)
ABOVE TOTAL x \$40 = \$120

5.5 ATTY DKT:

PMS 264125 RSJ06245QQ
 MATTER NO. CLIENT REF.

8. IF ABOVE FEE IS MISSING OR INADEQUATE CHARGE
 INSUFFICIENCY TO DEPOSIT ACCOUNT NUMBER: 03-3975
 UNDER ORDER NO 9465 264125
 dup. sheet not required CLIENT NO. MATTER NO.

9. 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.

G. Lloyd Knight
 Signature *G. Lloyd Knight* #20508

10. Total number of pages including this
 cover sheet, attachments and document
 (do not file dup. Cover sheet)

16

Attorney: G. Lloyd Knight

Reg. No. 17698

Atty/Sec: GLK/nlh

TEL: (202) 861-3090

Date: December 23, 1999

FAX: (202) 822-0944

01/03/2000 DNGUYEN 00000233 09410103

FILE WITH PTO RETURN RECEIPT (PAT-103A)

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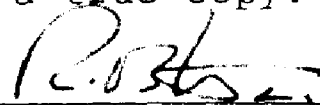
CABLE AND WIRELESS PLC

AND

CABLE & WIRELESS MARINE LIMITED

TRADE MARK AND PATENT ASSIGNMENT

I hereby certify this to
be a true copy.

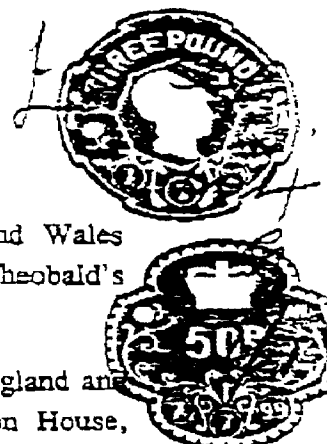


CLIFFORD CHANCE

THIS ASSIGNMENT is made on 2nd July, 1999

BETWEEN:

- (1) CABLE AND WIRELESS PLC, a company incorporated in England and Wales (registered no. 238525), whose registered office is at Mercury House, Theobald's Road, London WC1X 8RX (the "Assignor"); and
- (2) CABLE & WIRELESS MARINE LIMITED, a company incorporated in England and Wales (registered no. 1708481), whose registered office is at East Saxon House, 27 Duke Street, Chelmsford, Essex CM1 1HT (the "Assignee").



THE PARTIES AGREE as follows:

1. DEFINITIONS

In this Agreement:

"Applications" means the applications to register (a) the trade marks listed in part B of Schedule 1 and (b) the patents listed in Schedule 2 to this Assignment;

"Assigned Trade Marks" means together the Applications for the trade marks listed in Part B of Schedule 1, the Registered Trade Marks and the Trade Marks;

"Patents" mean together the Applications for patents listed in Schedule 2 to this Assignment and the Registered Patents and includes all patents and applications for patents claiming substantially the same invention as, or priority from, any such Applications or the Registered Patents anywhere in the world;

"Registered Patents" means the registered patents and/or applications for patents listed in Schedule 2 to this Assignment;

"Registered Trade Marks" means the trade mark registrations listed in Part A of Schedule 1 to this Assignment together with any and all rights attaching to or derived from such trade marks anywhere in the world where such trade marks are not registered.

"Sale and Purchase Agreement" means the agreement dated [] and made between the Assignor and Global Crossing Limited;

"Trade Marks" means the trade marks (whether registered or unregistered) listed in Part C of Schedule 1 to this Assignment.

2. ASSIGNMENT

Pursuant to the Sale and Purchase Agreement and in consideration of the sum of £1 now paid by the Assignee to the Assignor (the receipt of which the Assignor hereby acknowledges) the Assignor hereby assigns and transfers to the Assignee absolutely:

- 2.1 all of its right, title and interest existing anywhere in the world in and to the Patents and the Assigned Trade Marks with the intent that the grant of any patents or trade

marks pursuant to any of the Applications will be in the name of and will vest in the Assignee;

- 2.2 all the rights, powers, liberties and immunities conferred on the applicant or registered proprietor of the Patents and the Assigned Trade Marks, free from all liens, charges and encumbrances;
- 2.3 the right to sue for and to recover damages and other remedies in respect of any infringement of the Patents and Assigned Trade Marks (including acts of passing off in respect of the Assigned Trade Marks) which may have occurred before the date of this Assignment;
- 2.4 all of its right to apply for, prosecute and obtain patents rights or protection in respect of any of the inventions comprising substantially the same subject-matter of the Patents in any country of the world (including the right to claim priority from the Patents);
- 2.5 the goodwill attaching to the Assigned Trade Marks.

3. ASSIGNOR'S UNDERTAKING

The Assignor undertakes:

- 3.1 not to use (and procure that its subsidiaries do not use) the Assigned Trade Marks or Patents anywhere in the world; and
- 3.2 if and to the extent that any Patents or Assigned Trade Marks are not owned by the Assignor but are owned by any of its subsidiaries, the Assignor shall procure that such subsidiaries assign their rights in any such Patents or Assigned Trade Marks to the Assignor on terms no less favourable to the Assignee than are contained herein.

4. WARRANTIES

The Assignee acknowledges that the Assignor does not, in this Assignment, give any representation or warranty in respect of the Registered Patents or the Assigned Trade Marks, it being the intention of the parties that any such representations or warranties are contained in the Sale and Purchase Agreement.

5. FURTHER ASSURANCE

- 5.1 The Assignor shall on request by the Assignee in writing do and execute or arrange for the doing and executing of each necessary act, document and thing to implement this Assignment and shall procure that each of its subsidiaries performs such acts.
- 5.2 Anything done under Clause 5(1) in respect of any of the Registered Patents of which the Assignor is not registered as the proprietor shall be at the expense of the Assignor. Save for the foregoing all things done under Clause 5(1) shall be at the expense of the Assignee.

6. ASSISTANCE WITH APPLICATIONS

The Assignor shall on request by the Assignee in writing and at the Assignee's expense give such assistance as the Assignee may reasonably request to complete the registration of trade marks and patents pursuant to the Applications and shall procure that each of its subsidiaries perform such acts.

7. ASSISTANCE WITH PROCEEDINGS

If proceedings are instituted by way of claim, petition or counter-claim impugning the validity of the registration of a Registered Patent of a Registered Trade Mark or of a patent or trade mark registration granted pursuant to an Application or opposing the grant of a patent or trade mark registration pursuant to an Application or for infringement of any Registered Patent or Assigned Trade Mark, the Assignor shall give all reasonable assistance to the Assignee in relation to those proceedings (including participation in proceedings) subject to the payment by the Assignee of all the Assignor's reasonable costs in relation to those proceedings and shall procure that each of its subsidiaries perform such acts.

8. GOVERNING LAW

This Assignment is governed by, and shall be construed in accordance with, English law.

SCHEDULE 1

TRADE MARKS

Part A: Registered Marks

Proprietor	Country	Trademark	Class	Reg. No.	Reg. Date
Cable and Wireless plc	France - MIC	CASCADE	9	96650623	14th Nov 1996
Cable and Wireless plc	France - MIC	CASCADE	42	96650623	14th Nov 1996
Cable and Wireless plc	Japan - MIC	CASCADE		4230933	14th Jan 1999
Cable and Wireless plc	Japan - MIC	CASCADE			
Cable and Wireless plc	Japan - MIC	CASCADE	9	4230933	14th Jan 1999
Cable and Wireless plc	Japan - MIC	CASCADE	42		
Cable and Wireless plc	United Kingdom	CASCADE	9	2108897	29th Aug 1996
Cable and Wireless plc	United Kingdom	CASCADE	37	2108897	29th Aug 1996
Cable and Wireless plc	United Kingdom	CASCADE	42	2108897	29th Aug 1996
Cable and Wireless plc	United States	CASCADE	9	2208061	8th Dec 1998
Cable and Wireless plc	United States	CASCADE	42	2208061	8th Dec 1998
Cable and Wireless plc	United Kingdom	EUREKA	12	81168410	25th Jun 1991
Cable and Wireless plc	United Kingdom	CIRRUS	12	1233300	10th Jan 1985

G2805/00586

- 4 -

London 1/347157/01

Cable and Wireless plc	United Kingdom	SCARAB	12	1366548	12th Dec 1988
Cable and Wireless plc	United Kingdom	MARINE SERVICE DEVICE	37	1311334	27th May 1987

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- 5 -

Part B: Applications

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- 6 -

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Mark

C-BASS

SURGEON

VARIPLOUGH

CLARITY

CIRRUS

CASCADE

EUREKA

SCARAB

MARINE SERVICES DEVICE

SCHEDULE 2

PATENTS/PATENT APPLICATIONS

Client Reference	Country	Application Number	Application Date	Grant Date	Applicant	Status
Cable installation	EPO	97309422.0	21-Nov-97		Cable & Wireless plc	Application
Cable Manufacture With Extrude	ES	557165/0	13-Nov-85	15-Apr-87	Cable & Wireless plc	Granted
Cable Manufacture With Extrude	ES	296767/7	13-Nov-85	29-Jul-88	Cable & Wireless plc	Granted
Cable Manufacture With Extrude	USA	798289	15-Nov-85	21-Feb-89	Cable & Wireless plc	Granted
Cable Manufacture With Extrude	AT	85308046.3	05-Nov-85	11-Jul-90	Cable & Wireless plc	Granted
Cable Manufacture With Extrude	BE	85308046.3	05-Nov-85	11-Jul-90	Cable & Wireless plc	Granted
Cable Manufacture With Extrude	DE	85308046.3	05-Nov-85	11-Jul-90	Cable & Wireless plc	Granted
Cable Manufacture With Extrude	FR	85308046.3	05-Nov-85	11-Jul-90	Cable & Wireless plc	Granted
Cable Manufacture With Extrude	IT	85308046.3	05-Nov-85	11-Jul-90	British Telecommunications plc	Granted
Cable Manufacture With Extrude	LU	85308046.3	05-Nov-85	11-Jul-90	British Telecommunications plc	Granted
Cable Manufacture With Extrude	NL	85308046.3	05-Nov-85	11-Jul-90	Cable & Wireless plc	Granted
Cable Manufacture With Extrude	SE	85308046.3	05-Nov-85	11-Jul-90	Cable & Wireless plc	Granted
Cable Manufacture With Extrude	CH	85308046.3	05-Nov-85	11-Jul-90	Cable & Wireless plc	Granted
Cable Manufacture With Extrude	UK	85308046.3	05-Nov-85	11-Jul-90	Cable & Wireless plc	Granted

Client Reference	Country	Application Number	Application Date	Grant Date	Applicant	Status
Cable Manufacture With Extrude	CA	494782	07-Nov-85	19-Feb-91	Cable & Wireless plc	Granted
Cable Manufacture With Extrude	NO	834407	05-Nov-85	04-Nov-92	British Telecommunications plc	Granted
Cable Manufacture With Extrude	DK	5261785	14-Nov-85	01-Mar-93	Cable & Wireless plc	Granted
Cable Manufacture With Extrude	JP	252600/85	11-Nov-85	23-Aug-96	Cable & Wireless plc	Granted
Detrenching Cut and Hold Grapple	UK	9819661.1	09-Sep-98		Cable & Wireless plc	Application
Double Leg Joint	W.I.P.O.	PCT/GB 98/00979	02-Apr-98		Cable & Wireless plc	Application
Flexible Hose Repeater Housing	USA	762197	15-Nov-84	16-May-89	Cable & Wireless plc	Granted
Flexible Hose Repeater Housing	BE	84307932.8	15-Nov-84	29-Nov-89	Cable & Wireless plc	Granted
Flexible Hose Repeater Housing	DE	84307932.8	15-Nov-84	29-Nov-89	Cable & Wireless plc	Granted
Flexible Hose Repeater Housing	FR	84307932.8	15-Nov-84	29-Nov-89	Cable & Wireless plc	Granted
Flexible Hose Repeater Housing	NL	84307932.8	15-Nov-84	29-Nov-89	Cable & Wireless plc	Granted
Flexible Hose Repeater Housing	SE	84307932.8	15-Nov-84	29-Nov-89	Cable & Wireless plc	Granted
Flexible Hose Repeater Housing	IT	84307932.8	15-Nov-84	29-Nov-89	British Telecommunications plc	Granted
Flexible Hose Repeater Housing	UK	84307932.8	15-Nov-84	29-Nov-89	Cable & Wireless plc	Granted
Flexible Hose Repeater Housing	DK	3217785	15-Nov-84	12-Aug-91	Cable & Wireless plc	Granted
Flexible Hose Repeater Housing	JP	504170/84	15-Nov-84	07-Oct-94	Cable & Wireless plc	Granted
Injection Moulding Equipment	UK	8523759	26-Sep-85	21-Sep-88	Cable & Wireless plc	Granted

Client Reference	Country	Application Number	Application Date	Grant Date	Applicant	Status
Location of Buried Submarine	UK	8502581	01-Feb-85	11-Feb-87	Cable & Wireless plc	Granted
Sweep	EPO	97925161.8	09-Jun-97		Cable & Wireless plc	Application
Sweep	USA	09/185724	09-Jun-97		Cable & Wireless plc	Application
Sweep	UK	9821533.8	09-Jun-97		Cable & Wireless plc	Application
UJ-Armadillo	UK	8414516	07-Jun-84	20-May-87	Cable & Wireless plc	Granted
UJ-Armadillo	CA	513212	07-Jul-86	11-Dec-90	Cable & Wireless plc	Granted
UJ-Bobbin Link Bar	CA	405333	16-Jun-82	27-Aug-85	Cable & Wireless plc	Granted
UJ-Bobbin Link Bar	DE	82303007.7	10-Jun-82	28-Jan-87	Cable & Wireless plc	Granted
UJ-Bobbin Link Bar	DE	82303007.7	10-Jun-82	28-Jan-87	Cable & Wireless plc	Granted
UJ-Bobbin Link Bar	FR	82303007.7	10-Jun-82	28-Jan-87	Cable & Wireless plc	Granted
UJ-Bobbin Link Bar	IT	82303007.7	10-Jun-82	28-Jan-87	British Telecommunications plc	Granted
UJ-Bobbin Link Bar	NL	82303007.7	10-Jun-82	28-Jan-87	Cable & Wireless plc	Granted
UJ-Bobbin Link Bar	SE	82303007.7	10-Jun-82	28-Jan-87	Cable & Wireless plc	Granted
UJ-Bobbin Link Bar	UK	82303007.7	10-Jun-82	28-Jan-87	Cable & Wireless plc	Granted
UJ-Bobbin Link Bar	USA	709974	14-Jun-82	15-Nov-88	Cable & Wireless plc	Granted
UJ-Bobbin Link Bar	JP	65319/91	16-Jun-82	11-Jan-95	Cable & Wireless plc	Granted
UJ-Cascaded Ferrule Assembly	USA	730829	23-Jul-91	31-Aug-93	Cable & Wireless plc	Granted

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Client Reference	Country	Application Number	Application Date	Grant Date	Applicant	Status
UJ-Cascaded Ferrule Assembly	AU	47563/90	13-Dec-89	11-Oct-93	Cable & Wireless plc	Granted
UJ-Cascaded Ferrule Assembly	BB	90900302.2	13-Dec-89	16-Mar-94	Cable & Wireless plc	Granted
UJ-Cascaded Ferrule Assembly	DE	90900302.2	13-Dec-89	16-Mar-94	Cable & Wireless plc	Granted
UJ-Cascaded Ferrule Assembly	ES	90900302.2	13-Dec-89	16-Mar-94	Cable & Wireless plc	Granted
UJ-Cascaded Ferrule Assembly	FR	90900302.2	13-Dec-89	16-Mar-94	Cable & Wireless plc	Granted
UJ-Cascaded Ferrule Assembly	IT	90900302.2	13-Dec-89	16-Mar-94	British Telecommunications plc	Granted
UJ-Cascaded Ferrule Assembly	NL	90900302.2	13-Dec-89	16-Mar-94	Cable & Wireless plc	Granted
UJ-Cascaded Ferrule Assembly	SE	90900302.2	13-Dec-89	16-Mar-94	Cable & Wireless plc	Granted
UJ-Cascaded Ferrule Assembly	UK	90900302.2	13-Dec-89	16-Mar-94	Cable & Wireless plc	Granted
UJ-Cascaded Ferrule Assembly	CA	2006226	20-Dec-89	10-May-94	Cable & Wireless plc	Granted
UJ-Cascaded Ferrule Assembly	DK	1225/91	13-Dec-89		Cable & Wireless plc	Application
UJ-Cascaded Ferrule Assembly	JP	501124/89	13-Dec-89		Cable & Wireless plc	Application
UJ-Low Cost Armour Clamp	USA	124111	19-Jan-87	03-Apr-90	Cable & Wireless plc	Granted
UJ-Low Cost Armour Clamp	BE	87300431.1	19-Jan-87	24-Jul-91	Cable & Wireless plc	Granted
UJ-Low Cost Armour Clamp	DE	87300431.1	19-Jan-87	24-Jul-91	Cable & Wireless plc	Granted
UJ-Low Cost Armour Clamp	ES	87300431.1	19-Jan-87	24-Jul-91	Cable & Wireless plc	Granted
UJ-Low Cost Armour Clamp	FR	87300431.1	19-Jan-87	24-Jul-91	Cable & Wireless plc	Granted
UJ-Low Cost Armour Clamp	GR	87300431.1	19-Jan-87	24-Jul-91	Cable & Wireless plc	Granted
UJ-Low Cost Armour Clamp	IT	87300431.1	19-Jan-87	24-Jul-91	British Telecommunications plc	Granted
UJ-Low Cost Armour Clamp	NL	87300431.1	19-Jan-87	24-Jul-91	Cable & Wireless plc	Granted

London-1/347157/01

- 11 -

G2805/00586

Client Reference	Country	Application Number	Application Date	Grant Date	Applicant	Status
UJ-Low Cost Armour Clamp	SE	87300431.1	19-Jan-87	24-Jul-91	Cable & Wireless plc	Granted
UJ-Low Cost Armour Clamp	UK	87300431.1	19-Jan-87	24-Jul-91	Cable & Wireless plc	Granted
UJ-Low Cost Armour Clamp	CA	527617	19-Jan-87	12-May-92	Cable & Wireless plc	Granted
UJ-Low Cost Armour Clamp	JP	500811/87	19-Jan-87	10-Apr-98	Cable & Wireless plc	Granted
Universal Boot	ES	8903446	13-Oct-89	16-Oct-90	Cable & Wireless plc	Granted
Universal Boot	AU	44776/89	17-Nov-89	17-Jan-92	Cable & Wireless plc	Granted
Universal Boot	DK	667/91	04-Oct-89	28-Jun-93	Cable & Wireless plc	Granted
Universal Boot	BE	89911060.5	04-Oct-89	13-Apr-94	Cable & Wireless plc	Granted
Universal Boot	DE	89911060.5	04-Oct-89	13-Apr-94	Cable & Wireless plc	Granted
Universal Boot	FR	89911060.5	04-Oct-89	13-Apr-94	Cable & Wireless plc	Granted
Universal Boot	IT	89911060.5	04-Oct-89	13-Apr-94	British Telecommunications plc	Granted
Universal Boot	NL	89911060.5	04-Oct-89	13-Apr-94	Cable & Wireless plc	Granted
Universal Boot	SB	89911060.5	04-Oct-89	13-Apr-94	Cable & Wireless plc	Granted
Universal Boot	UK	89911060.5	04-Oct-89	13-Apr-94	Cable & Wireless plc	Granted
Universal Boot	JP	510323/89	04-Oct-89	27-Sept-95	British Telecommunications plc	Granted
Universal Boot	CA	2000206	05-Oct-89	06-May-97	Cable & Wireless plc	Granted
Universal Boot	USA	671815	04-Oct-89	14-Jan-92	Cable & Wireless plc	Granted
Vari-Plough	EPO	97306880.2	04-Sep-97		Cable & Wireless plc	Application

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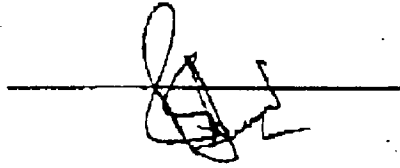
- 12 -

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Client Reference	Country	Application Number	Application Date	Grant Date	Applicant	Status
Vari-Plough	HK	98110006.4	04-Sep-97		Cable & Wireless plc	Application
Vari-Plough	USA	08/989398	12-Dec-97		Cable & Wireless plc	Application

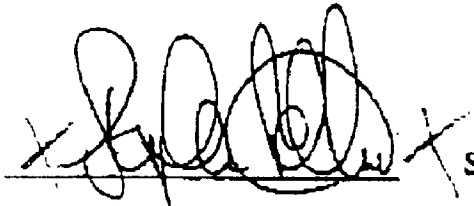
EXECUTED by the parties

Signed by)
for and on behalf of)
CABLE AND WIRELESS PLC)



Signature

Signed by)
for and on behalf of)
CABLE & WIRELESS MARINE LIMITED)



Signature