

11-09-2000

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**Conveying Party(ies)**

☐ Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year

Name (line 1) Madge Networks (New Jersey), Inc.

09 29 2000

Name (line 2) a corporation of Delaware

**Second Party**

Name (line 1) Madge Networks Limited

Execution Date  
Month Day Year

09 29 2000

Name (line 2) a corporation of England and Wales

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name (line 1) Yorktel Acquisition Corporation

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

Name (line 2) a corporation of New Jersey

Address (line 1) One Industrial Way West

Address (line 2) Building E

Address (line 3) Eatontown New Jersey 07724  
City State/Country Zip Code

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**FOR OFFICE USE ONLY**

11/09/2000 MTHAI1 00000015 09546961

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**PATENT**  
**REEL: 011213 FRAME: 0079**

## Correspondent Name and Address

Area Code and Telephone Number 732-741-3900

Name Joseph Agostino, Esq.

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Address (line 4) Middletown, New Jersey 07748

## Pages

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

# 5

## Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

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

## Patent Application Number(s)

09546961

## Patent Number(s)

5315647

5654961

If this document is being filed together with a new Patent Application, enter the date the patent application was  
signed by the first named executing inventor.

Month Day Year

## Patent Cooperation Treaty (PCT)

Enter PCT application number  
only if a U.S. Application Number  
has not been assigned.

PCT

PCT

PCT

PCT

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## Number of Properties

Enter the total number of properties involved.

# 3

## Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 120.00

Method of Payment:  
Deposit AccountEnclosed ☒Deposit Account ☐

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

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To the best of my knowledge and belief, the foregoing information is true and correct and any  
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indicated herein.

Ronald J. Gaboury, President

Name of Person Signing

Signature

Date

10/11/00

DATED 2<sup>9th</sup> September

2000

(1) MADGE NETWORKS (NEW JERSEY) INC

-and-

(2) MADGE NETWORKS LIMITED

-and-

(3) YORK TEL ACQUISITION CORPORATION

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ASSIGNMENT OF PATENTS

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THIS IS A CERTIFIED TRUE  
COPY OF THE ORIGINAL

Joseph A. Agostino 10/25/02

Attorney at Law of the  
State of New Jersey

## ASSIGNMENT OF PATENTS

THIS ASSIGNMENT is made this 24<sup>th</sup> day of September 2000

### BETWEEN

- (1) **MADGE NETWORKS (NEW JERSEY) INC**, a Delaware corporation, with principal offices at 625 Industrial Way West, Eatontown, New Jersey, 07724 ("MNNJ");
- (2) **MADGE NETWORKS LIMITED**, a company incorporated in England and Wales whose registered office is at Wexham Springs, Framewood Road, Wexham, Slough, SL3 6PJ ("MNL"); and
- (3) **YORK TEL ACQUISITION CORPORATION**, a New Jersey corporation with principal offices at 1 Industrial Way West, Building E, Eatontown, New Jersey 07724 ("York Tel").

### WHEREAS

- (A) MNNJ and MNL are affiliated companies and have applied for, and in some cases been granted, various patents (further details of which are given in the attached Schedule) in respect of inventions which relate to the ISDN video networking business carried out by MNNJ (the "**Business**").
- (B) By an agreement made on 29<sup>th</sup> September 2000 (the "**Asset Purchase Agreement**") MNNJ agreed to sell the Business (apart from the manufacturing function) to York Tel.
- (C) Pursuant to the Sale and Purchase Agreement MNNJ agreed to assign, or procure that any of its affiliates shall assign, certain patents and patent applications to York Tel, upon the terms and conditions set out below.

**NOW IT IS HEREBY AGREED AND DECLARED** as follows:-

#### 1. Definitions

- 1.1 In this Assignment except where the context otherwise requires the following terms shall have the following meanings -

"the Inventions" the inventions the subject of the Patents;

"Patents" the patents and patent applications details of which are given in the attached Schedule;

- 1.2 Without prejudice to the above, where any term is used in this Assignment which is defined in the Asset Purchase Agreement, that term shall have the same meaning in this Assignment as it has in the Asset Purchase Agreement, unless it is specifically defined to the contrary in this Assignment.
- 1.3 The singular includes the plural and vice versa.
- 1.4 Unless the context otherwise indicates, references to clauses, sub-clauses, recitals and to Schedules are to clauses and sub-clauses of, and recitals and Schedules to this Assignment.
- 1.5 Headings to clauses in this Assignment are included for the purpose of ease of reference only and shall not have any effect on the construction or the interpretation of this Assignment.
- 1.6 References in this Assignment to any statute or statutory provision shall include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

## **2. Assignment of Patents**

MNNJ and MNL, HEREBY ASSIGN with full title guarantee to York Tel:-

- (a) all the rights, title and interest of MNNJ and MNL in and to the Patents and all rights privileges and advantages appertaining thereto;
- (b) the full right (insofar as MNNJ and MNL can grant the same) to apply for and obtain patents or other similar forms of protection in respect of the Inventions throughout the world;
- (c) the right (insofar as MNNJ and MNL can grant the same) to make any new, continuation, continuation-in-part, divisional or equivalent application or applications in respect of the Inventions and the right to claim priority from the relevant Patents;
- (d) any patent or patents or other similar forms of protection granted in respect of the Inventions pursuant to the Patents; and
- (e) the right to claim priority from the Patents under the Paris Convention (as amended) when making applications in other countries or territories.

## **3. Further Assurance**

MNL and MNNJ shall for a reasonable period following the Closing Date, on the reasonable request of York Tel and at York Tel's sole expense, enter into such

further documentation as York Tel may require in order to protect fully the rights of York Tel pursuant to this Assignment.

#### 4. Patent Infringement

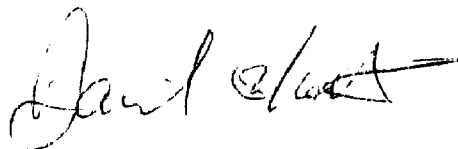
York Tel acknowledges that neither MNL nor MNNJ (or any of their affiliate companies) shall have any liability whatsoever in respect of any infringement claim in relation to the Patents following the Closing Date, apart from as provided in the Asset Purchase Agreement.

#### 5 General

- 5.1 If at any time any provision of this Assignment becomes of no effect or unenforceable whether by operation of law or otherwise, this shall not affect the validity of the remainder of the Agreement which shall remain in full force and effect.
- 5.2 This Assignment shall be governed by and construed and interpreted in accordance with English Law and the parties hereby submit to the jurisdiction of the English Courts

IN WITNESS of which the parties have caused this Assignment to be duly executed the day and year first above written

SIGNED by  
MADGE NETWORKS (NEW JERSEY) )  
INC )  
acting by DAVID ELLIOTT )  
GENERAL MANAGER



SIGNED by  
MADGE NETWORKS LIMITED )  
acting by CHRIS BRADLEY )  
DIRECTOR



SIGNED by  
YORK TEL ACQUISITION )  
CORPORATION )  
acting by: Ronald J. Gabor )  
President & COO



# SCHEDULE

## ASSIGNED PATENTS

Description	Country	Priority Date	Filing Date (if different from Priority Date)	Application Number	Date of Grant	Patent Number
Private Branch Exchange Adapted for Telemarketing	USA	31/7/91		738342	24/5/94	5,315,647
Routing System and Method for a Conferencing System	i) USA ii) Canada	22/5/95 22/5/95	- Filed 22/5/96 (PCT)	447121 222092	5/8/97 -	5,654,961
Hybrid Video Call Control	UK	6/9/99	-	9921038.7	-	-
Automated Exchange Synchronisation	UK	3/12/99	-	9928671.8	-	-
Data Forward	USA	11/4/00	-	09/546961	-	-