

11-17-2000

MRD  
10/26/00  
Attorney Docket No.: 43772-0000

REC



ET

101519218

To the Commissioner of Patents and Trademarks:  
Please record the attached original documents or copy thereof.

ATTN: BOX ASSIGNMENT

1. Name of conveying party(ies):  
Infusion Acquisition Corp.  
(a Delaware corporation)

2. Name and address of receiving party(ies):  
Name: Amherst FiberOptics, Inc.  
(a Delaware corporation)

Additional name(s) & address(es) attached?  
 Yes  No

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

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Street Address: 750 Old Hickory Boulevard  
Suite 100

City: Brentwood  
State: Tennessee Zip: 37027

Additional name(s) & address(es) attached?  
 Yes  No

Execution Date: August 1, 2000

4. Application number(s) or patent number(s):

A. Patent Application No.(s) B. Patent No.(s)  
09/549,212

Additional numbers attached:  Yes  No

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

Name: Elisabeth S. Bradley, Esq.  
Internal Address: Attn: TMSU  
Morgan, Lewis & Bockius LLP

Street Address: 1800 M Street, N.W.  
City: Washington State: D.C. Zip: 20036

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R §3.41): \$40.00  
 Enclosed  
 Authorized to be charged to deposit account 13-4520  
 Debit insufficiency or credit over payment to Deposit Account No. 13-4520

8. Deposit account number: 13-4520  
Attach duplicate of page if paying by deposit account

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.

Elisabeth S. Bradley  
Name of Person Signing

Elisabeth S. Bradley/cfs  
Signature

10/26/00  
Date

Total number of pages including cover sheet, attachments and documents:

EXECUTION COPY

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (the "Assignment"), dated as of August 1, 2000, is made by AMHERST INTERNATIONAL, INC. d/b/a AMHERST FIBEROPTICS, a Delaware corporation ("Assignor"), in favor of INFUSION ACQUISITION CORP., a Delaware corporation (the "Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have executed and delivered an Asset Purchase Agreement, dated as of August 1, 2000 (as amended, supplemented or modified from time to time, the "Asset Purchase Agreement"); and

WHEREAS, the Asset Purchase Agreement contemplates that Assignor will assign and transfer to Assignee, all of its right, title and interest in and to the Intellectual Property used in connection with the Business on the attached Schedules A, Schedule B and Schedule C (the "Intellectual Property Assets");

WHEREAS, Assignor owns all right, title and interest in and to the Intellectual Property Assets and the goodwill associated with the scheduled Intellectual Property Assets;

WHEREAS, the Closing under the Asset Purchase Agreement is occurring on the date hereof, capitalized terms not otherwise defined herein are used as defined in the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, its successors and its assigns, forever, Assignor's entire right, title and interest in and to the Intellectual Property Assets, the goodwill associated with the Intellectual Property Assets and the right to recover for damages and profits for past and future infringements.

2. Further Assurances. (a) Assignor hereby covenants that it has full right to convey the entire interest herein assigned and that it has not executed, and will not execute, any agreement in conflict herewith.

(b) Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and each official holding a corresponding position of authority

in any country within which Assignor has Intellectual Property Assets, to issue to and to record the title of Assignee as owner of all right, title and interest in and to the Intellectual Property identified in Schedule A, Schedule B and Schedule C it being agreed and understood by the parties hereto that Assignor has no obligation to record this Assignment or to obtain certificates of registration in Assignee's name, that being Assignee's responsibility.

3. Asset Purchase Agreement. The execution and delivery of this Intellectual Property Assignment Agreement by Assignor and Assignee and the operation of any of the terms hereof shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant or agreement of Assignor or Assignee or any other party to the Asset Purchase Agreement in or under the Asset Purchase Agreement, and such execution, delivery and operation shall not be deemed a modification or amendment of any provision of the Asset Purchase Agreement in any respect.

4. Waivers and Amendments. This Intellectual Property Assignment Agreement may be amended, modified or supplemented, and any terms hereof may be waived, only by a written instrument executed by the parties hereto.

5. Counterparts. This Intellectual Property Assignment Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. Headings. Section headings contained in this Intellectual Property Assignment Agreement are for convenience of reference only and shall not be deemed a part of or to affect the meaning or interpretation of this Agreement or any term or provision hereof.

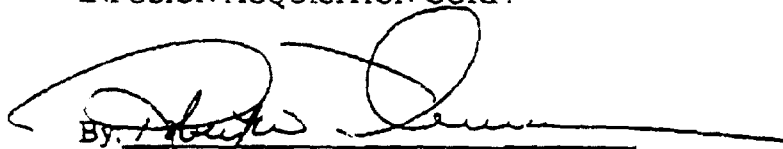
7. Successors and Assigns. This Intellectual Property Assignment Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

8. Governing Law. This Intellectual Property Assignment Agreement and its validity, construction and performance shall be governed in all respects by the domestic laws of the State of New York, without giving effect to any choice of law or conflict of law provision (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

[Signature Page to Follow]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Intellectual Property Assignment Agreement to be duly executed and delivered as of the date first above written.

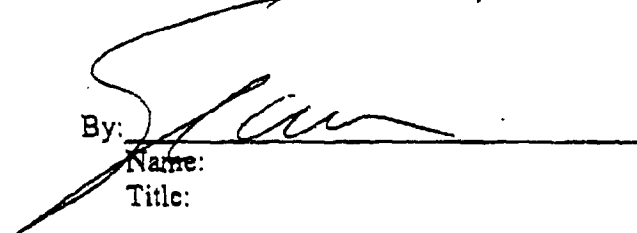
INFUSION ACQUISITION CORP.



By:

Name: ROBERT W ACKERMAN  
Title: CHIEF EXECUTIVE OFFICER

AMHERST INTERNATIONAL, INC.



By:

Name:  
Title:

**SCHEDULE A**

**Patents**

*Redacted*

<del>BA</del> 09/549,212 April 13, 2000	Amherst International, Inc.	Cylindrical Fiber Holder w/ Optical Encoding	PENDING
--	--------------------------------	---	---------

Redacted

**SCHEDULE B**

**Trademarks**

Redacted

SCHEDULE C

Domain Names

Redacted