

11-27-2002



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ACTION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

TENTS ONLY

Patent and Trademark Office

ks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Multilink, Inc.
200 Minuteman Rd.
Andover, MA 01810

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

2. Name and address of receiving party(ies)

Name: Spectel Limited

Internal Address: _____

Street Address: 21 Stillorgan Industrial ParkCounty Dublin, Ireland

City: _____ State: _____ Zip: _____

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

3. Nature of conveyance:

() Assignment

() Merger

() Security Agreement

() Change of Name

(X) Other Assignment and Assumption AgreementExecution Date: November 27, 2000

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

If this document is being filed together with a new application, the filing date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

1. 5,495,522 issued on February 27, 1996
2. 5,841,763 issued on November 24, 1998
3. 5,870,146 issued on February 9, 1999

Additional numbers attached? () Yes (X) No

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

Name: Robert W. GauthierInternal Address: Foley, HoagStreet Address: 155 Seaport Blvd.City: Boston State: MA ZIP: 02210-2600

6. Total number of applications and patents involved: (3)

7. Total fee (37 CFR 3.41).....\$ 120.00

(X) Enclosed

() Authorized to be charged to deposit account

8. Deposit account number:

06-1448

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

DO NOT USE THIS SPACE

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.

Robert W. Gauthier

Name of Person Signing and Reg. No. 35,153

Signature

November 19, 2002

Date

Total number of pages including cover sheet, attachments, and document: (2)

Mail documents to be recorded with required covered sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

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PATENT
REEL: 013516 FRAME: 0310

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into as of this 27th day of November, 2000, by and among MultiLink, Inc. (f/k/a Spectel Enterprises Inc.), a Delaware corporation ("Spectel USA"), Spectel Limited, an Irish corporation ("Spectel Ireland" and, together with Spectel USA, the "Purchasers") and MultiLink, Inc., a Massachusetts corporation (the "Seller").

RECITALS

WHEREAS, the Purchasers and the Seller are parties to an Asset Purchase Agreement dated the date hereof (the "Purchase Agreement"), providing for the sale of substantially all of the assets of Seller to Buyer, upon the terms and subject to the conditions set forth therein (capitalized terms used and not otherwise defined herein having the respective meanings set forth in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, the Seller has agreed to sell, assign, transfer, convey and deliver to the Purchasers, and the Purchasers have agreed to purchase and accept, all right, title and interest in and to the Purchased Assets; and

WHEREAS, pursuant to the Purchase Agreement, Spectel USA has agreed to assume, pay, perform and discharge when due, all Assumed Liabilities;

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

TERMS

1. Assumption of Certain Liabilities. Upon the terms and subject to the conditions of the Purchase Agreement, Spectel USA hereby assumes and agrees to pay, perform and discharge when due all of the Assumed Liabilities.

2. Assignment of Purchased Assets to Spectel Ireland. Upon the terms and subject to the conditions of the Purchase Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Spectel Ireland the following Purchased Assets:

(a) all United States and foreign patents, trademarks, service marks, domain names, Internet web sites, software and goodwill appurtenant thereto, and applications therefor, copyrights, tradenames, brand names and licenses of Seller, including those listed in Schedule 1.01(A); and

(b) all proprietary and other technical information and technology owned by Seller (including research and development in progress), including inventions and discoveries, improvements, processes, know-how, formulae, drawings, specifications,

production data, trade secrets, plans, files, notebooks and other records and documents pertaining to research and development; and

(c) all right, title and interest of Seller in, to and under any licenses of any Proprietary Rights or Technical Know-how owned by any third party; and

(d) all secrecy or other agreements of Seller with others, including employees, relating to disclosure, assignment or patenting of any Proprietary Rights or Technical Know-how; and

(e) the business of Seller as a going concern and the goodwill thereof.

3. Assignment of Purchased Assets to Spectel USA. Upon the terms and subject to the conditions of the Purchase Agreement, Seller hereby sells, assigns, transfers, conveys and delivers to Spectel USA the following Purchased Assets:

(a) all of the right, title and interest of Seller in, to and under the leases covering Seller's leased premises used in connection with its operations as more fully described in Schedule 1.01(a); and

(b) subject to the provisions of Section 1.09, all of the right, title and interest of Seller in, to and under all pending and executory contracts, agreements, commitments and understandings of Seller, including, without limitation, those with respect to (w) confidentiality of information relating to the business of Seller supplied to potential purchasers of the business of Seller, (x) the purchase of materials, supplies or services, (y) the sale of products, and (z) the Material Contracts as defined in Section 3.06, which Material Contracts are listed in Schedule 1.01(d); and

(c) all right, title and interest of Seller in and to the names "MultiLink," "IMM," "Internet Meeting Manager" and any variations thereof; and

(d) to the extent assignable, all governmental licenses, permits and authorizations, if any, a complete list of which is set forth in Schedule 1.01(g); and

(e) all of Seller's accounts receivable and notes receivable; and

(f) to the extent assignable, all of Seller's deposits, credits, prepaid expenses and other current assets; and

(g) all other assets, properties, rights and businesses of every kind and nature owned or held by Seller or in which Seller has an interest on the Closing Date, known or

unknown, fixed or unfixed, accrued, absolute, contingent or otherwise, whether or not specifically referred to in this Agreement, other than the Retained Assets.

4. Notwithstanding anything herein to the contrary, the Purchased Assets shall not include Retained Assets.

5. Further Assurances; Seller. The Seller hereby agrees to execute and deliver all such further transfers, assignments and conveyances and assurances as may be reasonably requested by and satisfactory to the Purchasers and their counsel in order to effect the full assignment of the Purchased Assets to the Purchasers as contemplated herein and in the Purchase Agreement and as are necessary to vest in the Purchasers all right, title and interest of Seller in and to the Purchased Assets, free and clear of any lien, encumbrance, security agreement, equity, option, claim, charge or restriction.

6. Further Assurances; Purchasers. Purchasers hereby agree to execute and deliver all such further undertakings and assumptions as may reasonably be requested by Seller and its counsel in order to effect the full assumption of the Purchased Assets by Purchasers as set forth herein and in the Purchase Agreement.

7. Rights Cumulative; Conflict With Purchase Agreement. The rights, remedies, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, remedies, duties and obligations of the parties under the Purchase Agreement. Nothing herein shall be deemed to limit the rights, remedies, duties and obligations of the parties under the Purchase Agreement and, to the extent of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary herein, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the Seller or the Purchasers contained in the Purchase Agreement or the survival thereof.

8. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Delaware, without giving effect to the choice of law principles thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

MULTILINK, INC. (f/k/a Spectel
Enterprises Inc.)

By: _____
Name:
Title:

SPECTEL LIMITED

By: _____
Name:
Title:

MULTILINK, INC.

By: Roxanne A. Wilkerson
Name: ROXANNE A. WILKERSON
Title: VICE PRESIDENT

Sent by: WILLIAM FRY

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11/28/00 1:23; Jafax #308; Page 17

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P.3

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

MULTILINK, INC. (d/b/a Spectel Enterprises Inc.)

By: Alisha Macken
Name: ALISHA MACKEN
Title: DIRECTOR

SPECTEL LIMITED

By: Geord Moore
Name: GEORGE MOORE
Title: M.D.

MULTILINK, INC.

By: Roxanne A. Wilkerson
Name: ROXANNE A. WILKERSON
Title: VICE PRESIDENT

989380-1

Schedule 1.01(A)
PROPRIETARY RIGHTS

PATENTS, TRADEMARKS AND RELATED ASSETS

The following is a list of MultiLink, Inc.'s registered trademarks:

No. 2,082,126: MultiLink and Design

The following is a list of MultiLink, Inc.'s registered patents:

U.S. Patent # 5,495,522

Method and apparatus for Audio Teleconferencing a Plurality
Of Phone Channels – Bruce Allen et al.

Issued 2/27/96 Filed 11/7/94

Australia - Patent No. 672289 Issued 1/14/97

Canada - Patent No. 2,154,464 Issued 6/22/99

Europe - Patent application No. 94 90 7943.8 abandoned 4-99

Japan - Patent application No. 06-518166 abandoned 9-99

U.S. Patent # 5,841,763

Audio-Video Conferencing System – Arthur Leondires et al.

Issued 11/24/98 Filed 6/13/95

Canada – Patent Appl. No. 2224641 – Abandoned 1-00

Europe - Patent Appl. No. 96 90 8655.2 – Abandoned 1-00

Japan – Patent Appl. No. 11-507789 – Abandoned 1-00.

U.S. Patent # 5,870,146

Device and Method for Digital Video Transcoding – Qin-Fan Zhu

Issued 2/9/99 Filed 1/21/97

PCT Appl. No. PCT/US98/00401 - Abandoned 6/99

In addition, Provisional Patent Application No. 60/165,984 was filed on 11/17/99 for:

Improved Audio Conferencing System (System 700) – Bruce
Walsh et al.

NOTE: Rob Mazzaresse at Foley, Hoag & Eliot is now working on the utility
application entitled "Audio Conferencing System" which must be filed by
11/17/00 in order to take advantage of the filing date of the provisional
application.