
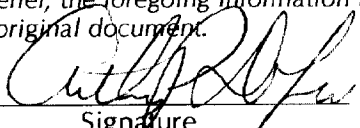
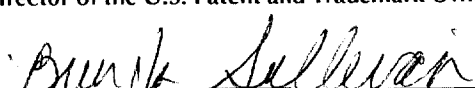


05-15-2003

T RECORDATION FORM COVER SHEET

and Trademarks: Please record the attached original documents or copy thereof.

<p>To </p> <p>1. 102448618 Amherst Holding Co.</p> <p>Additional name(s) of conveying party(ies) attached? [] Yes [X] No</p> <p>3. Nature of Conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other _____</p> <p>Execution Date: December 16, 2002</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Capewell Components Company, LLC A Connecticut LLC</p> <p>Street Address: 46 Nooks Hill Road</p> <p>City: Cromwell State: CT</p> <p>Zip Code: 06416</p> <p>Additional Name(s) & Address(es) attached? [] Yes [X] No</p>
<p>4. Application number(s) or patent number(s):</p> <p>If this document is being filed together with a new application, the execution date of the application is: _____, 20____.</p> <p>A. Patent Application No.(s) 09/440,114; 09/933,136; B. Patent No.(s) 6,023,996; 5,946,986; 10/023,693; 09/548,618; 6,369,883; 6,485,199;</p> <p>Additional numbers attached? [X] Yes [] No</p>	
<p>5. Name and address of party whom correspondence concerning document should be mailed:</p> <p>Name: DeLIO & PETERSON, LLC Street Address: 121 Whitney Avenue City: New Haven State: CT Zip Code: 06510-1241</p>	<p>6. Total number of applications and patents involved:.....[16]</p> <p>7. Total Fee (37 CFR 3.41) \$ 640 [X] Enclosed [] Authorized to be charged to Deposit Account number below</p> <p>8. [X] Authorized to charge Deposit Account Number 04-0566 for any over or under payment</p>
<p align="center">DO NOT USE THIS SPACE</p>	
<p>9. <i>Statement and Signature.</i> <i>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.</i></p> <p>Anthony P. DeLio  5/9/03 Name of Person Signing Signature Date</p> <p>Reg. No. 18,729</p> <p>Total number of pages including cover sheet, attachments, and document: [8]</p> <p>=====</p> <p>I hereby certify that this correspondence is being deposited with the United States Postal Service on the date indicated below as first class mail in an envelope addressed to: Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450</p> <p>Name: Brenda Sullivan Date: 5/9/03 Signature: </p>	

FINANCE SECTION

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05/14/2003 6TOM11 00000059 09440114

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PATENT
REEL: 014051 FRAME: 0904

**CONTINUATION OF PATENT RECORDATION FORM
COVER SHEET**

Box No. 4

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

A. Patent Application No.(s) **09/549,212**
 09/548,722
 10/038,810

B. Patent No.(s) **6,334,007**
 6,454,471
 6,336,750
 Design 448,735
 Design 464,028

ASSIGNMENT

This Assignment is dated as of the 16th day of December 2002, by and between **Amherst FiberOptics, Inc.** (formerly known as Infusion Acquisition Corp.), a Delaware corporation having its principal place of business at 750 Old Hickory Blvd., Suite 250, Brentwood, TN 37027 ("AFI"), **Amherst Holding Co.**, a Delaware corporation having its principal place of business at 300 Delaware Avenue, Suite 553, Wilmington, DE 19801 ("AHC") and, together with AFI, collectively, "Amherst" or "Assignor") a corporation organized and existing under the laws of the State of Delaware, and **Capewell Components LLC**, ("Capewell" or "Assignee") a corporation organized and existing under the laws of the State of Connecticut, having an office for the transaction of business at 46 Nooks Hill Road, Cromwell, CT 06416;

WHEREAS, Capewell, is the assignee of all rights, title, and interest in and to the United States patent applications, United States Patent numbers, and all foreign and international intellectual properties listed on the attached Schedule A;

WHEREAS, Amherst has agreed to sell, assign, transfer and convey their rights to all the intellectual properties listed in the attached Schedule A, and Capewell is desirous of acquiring all said intellectual properties;

NOW, THEREFORE, in return for \$20,000, lawful money of the United States of America, in hand paid by Capewell to Amherst as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Amherst does hereby sell, assign, transfer and convey to Capewell the entire right, title, and interest in and to the intellectual properties listed in the attached Schedule A, and any patents that may hereafter issue thereon; the inventions as set forth and described therein; all reissues, reexamination certificates, extensions, renewals, divisions, continuations, and continuation-in-part applications thereof; all priority rights under the Paris Convention with respect to said intellectual properties; and all rights under prior assignments to Amherst of the inventions of the intellectual properties; to have and to hold the same to the full end of the term thereof for Capewell's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Amherst covenants that it will, upon request, execute and deliver to Capewell without further compensation any further documents and instruments, including further applications, papers, affidavits, powers of attorney, and assignments and take all other lawful acts deemed necessary by Capewell to enable Capewell to more effectively obtain, maintain and enforce the full benefits of the rights and interest herein assigned.

C - 1713

This Assignment shall be binding upon the successors, assigns or other legal representatives of Amherst and shall inure to the benefits of the successors, assigns or other legal representatives of Capewell.

This Assignment may be executed in any number of counterparts and each such executed counterpart shall be deemed to be an original instrument, but all such executed counterparts together shall constitute one and the same instrument.

The Commissioner of Patents and Trademarks is requested to issue the certificate of letters patent for the U.S. pending patent applications to Capewell Components LLC, 46 Nooks Hill Road, Cromwell, CT 06416.

Executed at Chambersburg, PA, on the 16th day of December, 2002.

Executed on behalf of Assignor Amherst FiberOptics, Inc.

By: Barbara S. Persun

Name: Barbara S. Persun

Title: VP & Treasurer

STATE OF PA)
COUNTY OF Franklin) SS:

On this 16th day of December 2002, Barbara Persun personally appeared before me and signed the above Assignment acknowledging that he/she has the authority to execute the document on behalf of Amherst FiberOptics, Inc.

Bertha A. Paine
Notary Signature

Notary Seal

Notary Stamp:

Notarial Seal
Bertha A. Paine, Notary Public
Chambersburg Boro, Franklin County
My Commission Expires Apr. 22, 2006
Member, Pennsylvania Association Of Notaries

Executed on behalf of Assignor Amherst Holding Co.

By: Barbara S. Persun
Name: Barbara S. Persun
Title: VP

STATE OF PA)
COUNTY OF Franklin) SS:

On this 16th day of December 2002, Barbara Persun personally appeared before me and signed the above Assignment acknowledging that he/she has the authority to execute the document on behalf of Amherst Holding Co.

Bertha A. Paine
Notary Signature

Notary Seal

Notary Stamp:

Notarial Seal
Bertha A. Paine, Notary Public
Chambersburg Boro, Franklin County
My Commission Expires Apr. 22, 2006
Member, Pennsylvania Association Of Notaries

Accepted by Assignee Capewell Components LLC

By: _____ Date: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) SS:

Sworn to and subscribed before me this _____ day of December 2002.

Notary Signature

Notary Stamp:

Notary Seal

Executed on behalf of Assignor Amherst Holding Co.

By: _____

Name: _____

Title: _____

STATE OF _____ }
COUNTY OF _____ } SS:

On this ____ day of December 2002, _____ personally appeared before me and signed the above Assignment acknowledging that he/she has the authority to execute the document on behalf of Amherst Holding Co.

Notary Signature

Notary Stamp:

Notary Seal

Accepted by Assignee Capewell Components Company LLC

By: Kenneth W. MacCormac

Date: 12/14/02

Name: Kenneth W. MacCormac

Title: President

STATE OF CT)
COUNTY OF Hartford) SS:

Sworn to and subscribed before me this 14th day of December 2002.

Robert J. Glass
Notary Signature

Notary Stamp:

Notary Seal

ROBERT J. GLASS
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2004

SCHEDULE A¹

U.S. Patent Applications

09/440,114
09/933,136
10/023,693
09/548,618
09/549,212
09/548,722
10/038,810

U.S. Patents

6,023,996
5,946,986
6,369,883
6,485,199
6,334,007
6,454,471
6,336,750
Design 448,735
Design 464,028

Canadian Patent Application

2,343,984

Canadian Patent Nos.

92122
93734

International Applications

PCT/US02/44778
PCT/US01/44324
PCT/US02/08114

U.S. Trademark Applications

76/350,624
76/350,623

In connection with assignment of the above intellectual properties, Capewell shall also acquire the Amherst customer list[s].

U.S. Trademarks

Reg. No. 2000244

Reg. No. 2594282

Reg. No. 2594281

Domain Names

amherstengineering.com

amherstfiberoptics.com

amherstfo.com

amherstinternational.com

edfanow.com

erbiumamp.com

fibersplice.com

fusionsplice.com

photonicsassembly.com

smartsplice.com

splicenow.com

wdmnow.com

xsplice.com