

Form PTO-1595 (Rev. 07/05)  
 OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
 United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
 PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)**

Verso Technologies, Inc.  
 Telemate.net Software, Inc.  
 Verso Verilink, LLC

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

**2. Name and address of receiving party(ies)**

Name: Laurus Master Fund, Ltd.

Internal Address: \_\_\_\_\_

Street Address: 825 Third Avenue

City: New York

State: NY

Country: USA

Zip: 10022

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

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s) September 20, 2006

- Assignment  Merger  
 Security Agreement  Change of Name  
 Joint Research Agreement  
 Government Interest Assignment  
 Executive Order 9424, Confirmatory License  
 Other \_\_\_\_\_

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

This document is being filed together with a new application.

**A. Patent Application No.(s)**

10/906,598  
 09/484,356  
 09/851,653  
 09/993,104

**B. Patent No.(s)**

6,167,060  
 6,356,545  
 6,453,030  
 6,477,164

Additional numbers attached?  Yes  No

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

Name: Alison J. Dow

Internal Address: Loeb & Loeb LLP

Street Address: 345 Park Avenue

City: New York

State: NY

Zip: 10154

Phone Number: 212-407-4000

Fax Number: 212-407-4990

Email Address: adow@loeb.com

**6. Total number of applications and patents involved: 39**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 1,560.00**

- Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**8. Payment Information**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

b. Deposit Account Number 502547

Authorized User Name Alison Dow

**9. Signature:**

  
 Signature

11/8/06  
 Date

Alison J. Dow  
 Name of Person Signing

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

30

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

CH \$1560.00 502547 10906598

**ADDITIONAL PATENT NUMBERS.**

Patent Number
6,292,801
6,982,985
5,812,756
5,347,576
4,993,070
6,650,028
6,356,256
6,654,388
6,944,189
5,131,033
5,151,935
5,301,187
6,058,479
6,741,566
4,899,365*
5,247,574*
5,140,625*
5,081,670*
5,513,173*
5,488,413*
4,645,916

**ADDITIONAL PATENT APPLICATION NUMBERS**

Patent Application Number
10/152,247
11/162,560
10/162,836
10/908,208
11/285,805
10/344,790
09/948,387
09/565,188
10/079,381
10/058,146

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 20, 2006 is made by VERSO TECHNOLOGIES, INC, a Minnesota corporation ("Verso"), TELEMATE.NET SOFTWARE, INC., a Georgia corporation ("Telemate") and VERSO VERILINK, LLC, a Georgia limited liability company ("Verilink", and together with Verso and Telemate, the "Grantors" and each a "Grantor"), in favor of Laurus Master Fund, Ltd., a Cayman Islands company ("Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Security Agreement dated as of the date hereof between Grantor and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), Lender has agreed to make the Loans for the benefit of Grantor; and

WHEREAS, Lender is willing to make the Loans as provided for in the Security Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) When used herein the following terms shall have the following meanings:

"Copyrights" means all works capable of copyright under the laws of the United States, any other country or any political subdivision thereof, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office, and the right to obtain all renewals of any of the foregoing.

"Copyright Licenses" means all written agreements relating to any Copyright, including agreements providing the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright, and whether Grantor is named as licensor, licensee or otherwise.

"IP Licenses" shall mean Copyright Licenses, Patent Licenses and Trademark Licenses.

"Patents" means (a) all letters patent of the United States, any other country or any political subdivision thereof, and all reissues and extensions of such letters patent, (b) all applications for letters patent of the United States or any other county and all divisions, continuations and continuations-in-part thereof, and (c) all rights to obtain any reissues or extensions of the foregoing.

**"Patent Licenses"** means all agreements, whether written or oral, relating to any Patent, including agreements providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered in whole or in part by a Patent, and whether Grantor is named as licensor, licensee or otherwise.

**"Trademarks"** means (a) all trademarks, trade names, corporate names, business names, fictitious business names, trade styles, services marks, logos, domain names and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or political subdivision thereof, or otherwise, and all common-law rights thereto, and (b) the right to obtain all renewals thereof.

**"Trademark Licenses"** means, collectively, each agreement, whether written or oral, relating to any Trademark, including agreements providing for the grant by or to any Grantor of any right to use any Trademark, and whether Grantor is named as licensor, licensee or otherwise.

(b) All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL.** To secure the complete and timely payment of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those registered Copyrights referred to on Schedule III hereto; **NOTE: LAURUS SHOULD BE GRANTED A SECURITY INTEREST IN ALL COPYRIGHTS, BUT THE SCHEDULE TO BE FILED WITH THE COPYRIGHT OFFICE MAY BE LIMITED TO REGISTERED COPYRIGHTS**

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of

any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. **REPRESENTATIONS AND WARRANTIES.** Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. To Grantor's knowledge, this Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. To Grantor's knowledge, upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on [Disclosure Schedule (6.1)] to the Security Agreement, all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken. NOTE: Changes here are acceptable so long as legal opinion (lawyers) can opine on these legal conclusions.

4. **COVENANTS.** Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) which is material to the Grantor's business as determined by the Grantor's CEO in the good faith exercise of its reasonable business judgment may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright which is material to the Grantor's business as determined by the Grantor's CEO in the exercise of its reasonable business judgment, its right to register the same, or to keep and maintain the same.

(b) If Grantor, either directly or through any agent, employee, licensee or designee, files an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency, then Grantor shall notify Lender of such filing and provide Lender copies of all such applications, in each case, within three business days of such filing and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Unless an application or registration is not material to Grantor's business as determined by Grantor in the exercise of its reasonable business judgment, Grantor shall take all actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(d) In the event that any of the Intellectual Property Collateral which is material to Grantor's business as determined by the Grantor's CEO in the good faith exercise of its reasonable business judgment is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take all commercially reasonable action necessary to protect such Intellectual Property, and shall take such other actions as Lender shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Lender acknowledges and agrees that so long as no Event of Default shall have occurred and be continuing nothing herein shall prevent Grantor from granting licenses in and to the Intellectual Property Collateral in the ordinary course of Grantor's business.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Security Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

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IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

VERSO TECHNOLOGIES, INC

By: [Signature]  
Name: Juliet M. Reising  
Title: EVP & CFO

TELEMATE.NET SOFTWARE, INC.

By: [Signature]  
Name: Juliet M. Reising  
Title: VP

VERSO VERILINK, LLC

By: [Signature]  
Name: Juliet M. Reising  
Title: VP

ACCEPTED and ACKNOWLEDGED by:

Laurus Master Fund, Ltd.

By: [Signature]  
Name: [Signature]  
Title: Duly Authorized Signatory



**Schedule I****A. Patents Issued**

\* Patent numbers 19 through 24 were not listed on the exhibits to the Asset Purchase Agreement dated June 6, 2006 between Verilink Corporation, Larscom Incorporated and SCS Fund, L.P. ("APA") under which certain intellectual property assets were transferred from Verilink Corporation to Verso Verilink, LLC. According to the preliminary research conduct by the Grantor, these patents were owned by Verilink Corporation at the time of the transfer under the APA and therefore should be the property of Verso Verilink, LLC. Further research may be needed to determine the status of these patents.

NO.	COUNTRY	TITLE	PATENT NO.	ISSUE DATE
1	USA	Dynamic Forward Error Correction Algorithm for Internet Telephone	6,167,060	12/26/2000
2	USA	Internet Telephone System with Dynamically Varying Codec	6,356,545	3/12/2002
3	USA	System and Method for Roaming Billing	6,453,030	9/17/2002
4	USA	System and Method for Real-Time Data and Voice Transmission over an Internet Network	6,477,164	11/05/2002
5	USA	System and Method for Managing Computer and Phone Network Resources	6,292,801	9/18/2001
6	USA	Interaction of VoIP Calls and Cellular Networks	6,982,985	1/3/2006
7	USA	Network Controller with Reconfigurable Program Logic Circuits	5,812,756	9/22/1998
8	USA	Line Interface Unit Retrofit Circuit	5,347,576	9/13/1994
9	USA	Ciphertext to Plaintext Communications System and Method	4,993,070	2/12/1991
10	USA	Dual Isolated Input Power Supply	6,650,028	11/18/2003
11	USA	Graphical User Interface for Display of Statistical Data	6,356,256	3/12/2002

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**PATENT**  
**REEL: 018535 FRAME: 0612**

NO.	COUNTRY	TITLE	PATENT NO.	ISSUE DATE
12	USA	Method and Apparatus for Automatically Determining Allocation of Voice and Data Channels on T1/E1 Lines	6,654,388	11/25/2003
13	USA	Improved Method of Measuring Sample Arrival Rate for an Asynchronous Transport	6,944,189	9/13/2005
14	USA	Sealing Current Generator for a Telephone System	5,131,033	7/14/1992
15	USA	Programmable Universal Signaling Circuit for a Telephone Network	5,151,935	9/29/1992
16	USA	System for Implementing Broadband Audio Program Telephony Circuit Using 2BIQ Technology	5,301,187	4/5/1994
17	USA	Redundant Twister	6,058,479	5/2/2000
18	USA	Remote Management Ethernet Network and Device	6,741,566	5/25/2004
19	USA	Apparatus and Method for Adaptive Amplitude Equalization	4,899,365*	2/6/1990
20	USA	Adaptive No Balance DX Signaling Circuit	5,247,574*	9/21/1993
21	USA	System for Testing 2BIQ Telephony Loopback Circuits and Method Therefor	5,140,625*	8/18/1992
22	USA	Smart Data Station Termination (DST) Without Active Equalizers	5,081,670*	1/14/1992
23	USA	Data Link Access Unit for T1 Spans Supporting the Extended Superframe Format (ESF)	5,513,173*	4/30/1996
24	USA	CATV Telephony System Using Subsplit Band for Both Directions of Transmission	5,488,413*	1/30/1996
25	USA	Encoding Method and related	4,645,916	2/24/1987

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NO.	COUNTRY	TITLE	PATENT NO.	ISSUE DATE
		System and Product		

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**Schedule I****B. Patents Applications**

COUNTRY	TITLE	PATENT APP. NO.	FILING DATE
USA	System Architecture for Internet Telephone	10/906,598	2/25/2005
USA	Redundant State Machines in Network Elements	09/484,356	1/18/2000
USA	System and Method for Electronic Transaction Settlement	09/851,553	5/8/2001
USA	System and Method for Dynamically Changing Error Correction Algorithm Redundancy Levels	09/993,104	11/6/2001
USA	Method, System and Apparatus for Monitoring and Controlling Internet Site Content Access	10/152,247	5/20/2002
USA	Method and System for Monitoring and Controlling Network Traffic	11/162,560	9/14/2005
USA	System and Method for Managing Computer and Phone Network Resources (continuation in part of US Patent No. 6,292,801)	10/162,836	6/4/2002
USA	System and Method for Managing Computer and Phone Network Resources (second continuation in part of US Patent No. 6,292,801)	10/908,208	5/2/2005
USA	Interaction of VoIP Calls and Cellular Networks (continuation in part of US Patent 6,982,985)	11/285,805	11/22/2005
USA	High Bandwidth Network Access	10/344,790	2/14/2003
USA	System and Method for Diagnosing a POTS Port	09/948,387	9/6/2001

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COUNTRY	TITLE	PATENT NO.	ISSUE DATE
European	System and Method for Diagnosing a POTS Port	1968703	3/14/2003
European	System and Method for Measuring Sample Arrival Rates on an Asynchronous Transport Network	1275138	3/28/2003
USA	Need Based Allocation of Bandwidth for a Time Division Multiplexed (TDM) Communication Link	09/565,188	5/3/2000
USA	Telecommunications Processing System Using Virtual Addressing to Provide Fault Tolerance	10/079,381	2/19/2002
USA	Multi-Service Access Platform Combining IP Routing and Data-Link Switching Features	10,058,146	1/25/2002

**Schedule I****C. Patents Licenses**

The Parent, Telemate.Net Software, Inc. and Verso Verilink, LLC license a number of third party software products for internal use and also license certain third party software products for use as part of their product offerings. The license agreements for these third party software products do not usually contain express language granting a license to the copyrights and/or patents associated with the third party products. They typically contain language granting the licensee the right to use the software for certain purposes if for internal use and the right to reproduce and distribute the software with the licensee's products if for use with product offerings.

## Schedule II

## A. Trademark Registrations

COUNTRY	TRADE MARK	REG. NO.	REG. DATE	RENEWAL DATE
USA	Verso Technologies and design	2,978,194	7/26/2005	7/26/2015
USA	Verso	2,942,897	4/19/2005	4/19/2015
USA	Espective	2,568,172	5/7/2002	5/7/2012
USA	Espective	2,564,356	4/23/2002	4/23/2012
USA	Telemate	2,135,146	2/10/98	2/10/2008
USA	Adaptive Filtering Lab	2,842,848	5/18/2004	5/18/2014
USA	Adaptive Filtering	2,855,828	6/22/2004	6/22/2014
USA	Netspective Webfilter	2,752,895	8/19/2003	8/19/2013
USA	Sidescan	2,750,258	8/12/2003	8/12/2013
USA	Netspective	2,564,357	4/23/2002	4/23/2012
USA	I-Master	2,989,884	8/30/2005	8/30/2015
USA	Clarent	2,232,795	3/16/1999	3/16/09
USA	Clarent C Design	2,391,119	10/3/2000	10/3/10
USA	Netperformer	2,128,248	1/13/1998	1/13/08
USA	ACT Networks	2,041,016	2/25/1997	2/24/07
USA	ACT Networks and design	2,072,183	6/17/1997	6/17/07
USA	Skyperformer	2,686,973	2/11/2003	2/10/13
Argentina	Clarent C Design	1,816,766	1/23/01	1/23/11
Australia	Clarent	777,531	6/25/99	11/5/08
Australia	Clarent C Design	807,442	2/11/00	9/17/09

COUNTRY	TRADEMARK	REG. NO.	REG. DATE	RENEWAL DATE
Brazil	Clarent	821346598	5/21/02	5/21/12
Brazil	Clarent C Design	822045591	Pending	
Canada	Clarent	528,570	5/30/00	5/30/15
Canada	Clarent C Design	568,164	9/27/02	9/27/17
Chile	Clarent	549,960	10/11/99	10/11/09
Chile	Clarent C Design	565,405	4/5/00	4/5/10
China	Clarent	1405341	6/7/00	6/6/10
China	Clarent C Design	9900133161	Pending	
European Community	Clarent	TM App. No. 550772		
European Community	Clarent C Design	1319557	11/29/00	9/23/09
Hong Kong	Clarent	11143/1999	5/30/97	5/30/04
Hong Kong	Clarent C Design	5831/2001	3/23/99	3/23/06
Indonesia	Clarent	447426	6/5/00	5/12/08
Israel	Clarent	123689	11/4/99	11/8/05
Israel	Clarent C Design	130930	11/7/00	9/23/06
Japan	Clarent	4194648	10/2/98	10/2/08
Japan	Clarent C Design	4414987	9/8/00	9/8/10
Malaysia	Clarent	99/00144	7/17/02	1/8/09
Malaysia	Clarent C Design	99/09250	Pending	
Mexico	Clarent	603643	3/26/99	11/3/08
Mexico	Clarent C Design	638888	1/27/00	9/23/09
New Zealand	Clarent	300995	11/6/98	11/6/05
New Zealand	Clarent C Design	316449	3/23/99	3/23/06

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COUNTRY	TRADEMARK	REG. NO.	REG. DATE	RENEWAL DATE
Norway	Clarent C Design	208209	4/26/01	4/26/11
Singapore	Clarent	T97/06204 C	4/1/97	4/1/07
Singapore	Clarent C Design	T99/10412F	3/23/99	3/23/09
South Korea	Clarent	470823	5/26/00	5/26/10
South Korea	Clarent C Design	447324	9/21/00	9/21/10
Switzerland	Clarent C Design	469,508	9/22/99	9/22/09
Taiwan	Clarent	881294	2/1/00	1/31/10
Taiwan	Clarent C Design	925047	1/16/01	1/13/10
United Kingdom	Clarent	2134371	5/30/97	5/30/07
USA	Shark	2,735,042	7/8/2003	7/8/2013
USA	XSP-100 Shark	2,493,228	9/25/2001	9/25/2011
USA	AS2000	2,766,124	23-Sep-2003	23-Sep-2013
USA	AS3000	2,558,504	9-Apr-02	9-Apr-2012
USA	AS4000	2,546,825	12-Mar-02	12-Mar-2012
USA	AS420	2,558,503	9-Apr-02	9-Apr-2012
USA	Connect1 DSU	1,600,547	12-Jun-90	12-Jun-2010
USA	DDS Lite	2,541,873	19-Feb-02	19-Feb-2012
Mexico	FrameStart	695115	29-Jan-01	29-Jan-2011
USA	FrameStart	2,565,544	30-Apr-02	30-Apr-2012
Mexico	FrameStart FSE	700109	22-Mar-01	22-Mar-2011
Argentina	NetEngine	1.858.282	16-Jan-02	16-Jan-2012
Argentina	NetEngine	1.858.281	16-Jan-02	16-Jan-2012

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COUNTRY	TRADEMARK	REG. NO.	REG. DATE	RENEWAL DATE
Australia	NetEngine	843269	18-Jul-00	18-Jul-2010
Austria	NetEngine	1749456	20-Aug-02	11-Jul-2010
Benelux	NetEngine	1749456	20-Aug-02	11-Jul-2010
Chile	NetEngine	590.099	13-Feb-01	13-Feb-2011
Chile	NetEngine	590.1	13-Feb-01	13-Feb-2011
China	NetEngine	1683977	14-Dec-2001	13-Dec-2011
Colombia	NetEngine	245.383	14-Aug-01	14-Aug-2011
Colombia	NetEngine	245.382	17-Aug-01	17-Aug-2011
Denmark	NetEngine	1749456	20-Aug-02	11-Jul-2010
European Union	NetEngine	1749456	20-Aug-02	11-Jul-2010
Finland	NetEngine	1749456	20-Aug-02	11-Jul-2010
France	NetEngine	1749456	20-Aug-02	11-Jul-2010
Germany	NetEngine	1749456	20-Aug-02	11-Jul-2010
Greece	NetEngine	1749456	20-Aug-02	11-Jul-2010
Ireland	NetEngine	1749456	20-Aug-02	11-Jul-2010
Italy	NetEngine	1749456	20-Aug-02	11-Jul-2010
Jersey	NetEngine	1749456	20-Aug-02	11-Jul-2010
Korea (South)	NetEngine	74203	12-Mar-02	12-Mar-2012
Mexico	NetEngine	677978	23-Nov-00	12-Jul-2010
Mexico	NetEngine	677979	23-Nov-00	12-Jul-2010
Portugal	NetEngine	1749456	20-Aug-02	11-Jul-2010

COUNTRY	TRADEMARK	REG. NO.	REG. DATE	RENEWAL DATE
Singapore	NetEngine	T00/11939H	18-Jan-00	18-Jan-2010
Singapore	NetEngine	T00/11938Z	27-Mar-03	18-Jan-2010
Spain	NetEngine	1749456	20-Aug-02	11-Jul-2010
Sweden	NetEngine	1749456	20-Aug-02	11-Jul-2010
Switzerland	NetEngine	484.273	13-Jul-00	13-Jul-2010
Taiwan	NetEngine	994404	16-Apr-02	15-Apr-2012
Taiwan	NetEngine	139618	1-Mar-01	28-Feb-2011
United Kingdom	NetEngine	1749456	20-Aug-02	11-Jul-2010
Mexico	S Lite	695114	29-Jan-01	29-Jan-2011
USA	S Lite	2,483,307	28-Aug-01	28-Aug-2011
USA	T Lite	2,525,586	1-Jan-02	1-Jan-2012
Mexico	The Link Between Promise And Performance	695116	29-Jan-01	29-Jan-2011
USA	The Link Between Promise And Performance	2,648,152	12-Nov-02	12-Nov-2012
USA	Verilink	1,342,155	18-Jun-85	18-Jun-2015
Mexico	Verilink & Design	475614	30-Sep-94	10-May-2013
Mexico	Verilink & Design	475615	10-May-93	10-May-2013
USA	Verilink & Design	1,884,639	21-Mar-95	21-Mar-2015
USA	Verilink Online Technical Support	2,547,137	12-Mar-02	12-Mar-2012
Mexico	Wansuite	695117	29-Jan-01	29-Jan-2011


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COUNTRY	TRADEMARK	REG. NO.	REG. DATE	RENEWAL DATE
USA	Wansuite	2,452,256	15-May-01	15-May-2011
Australia	Larscom	608920	03/06/97	08/11/13
Australia	Larscom	608921	03/06/97	08/11/13
Australia	Larscom Logo	608922	07/27/95	08/11/10
Australia	Larscom Logo	608923	07/25/95	08/11/10
Benelux	Larscom	530011	02/10/93	02/10/13
Benelux	Larscom Logo	530984	04/04/94	02/10/13
Canada	Larscom	TMA46352 1	09/20/96	09/20/11
Canada	Larscom Logo	TMA46399 4	10/04/96	10/04/11
Chile	Larscom	474303	12/17/96	12/17/06
Chile	Larscom Logo	474304	12/17/96	12/17/06
China	Larscom	1105833	09/21/97	09/20/07
China	Larscom Logo	1099048	09/14/97	09/13/07

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COUNTRY	TRADEMARK	REG. NO.	REG. DATE	RENEWAL DATE
France	Larscom	95598045	04/26/96	05/17/06
France	Larscom Logo	95598044	11/17/95	05/17/06
Germany	Larscom Logo	2076170	08/29/94	06/17/13
Hong Kong	Larscom	61901995	05/05/94	04/21/14
Hong Kong	Larscom	33351995	05/05/94	04/21/14
Hong Kong	Larscom Logo	61911995	07/25/95	05/03/14
Hong Kong	Larscom Logo	33361995	04/26/95	05/03/14
India	Larscom Logo	692790	12/29/95	06/29/06
Italy	Larscom	745033	03/31/98	11/06/06
Italy	Larscom Logo	745034	03/31/98	11/06/06
Japan	Larscom	3353723	10/24/97	10/24/07
Japan	Larscom	4316847	09/24/99	09/24/09
Japan	Larscom Logo	3314187	05/30/97	05/30/07

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COUNTRY	TRADEMARK	REG. NO.	REG. DATE	RENEWAL DATE
Japan	Larscom Logo	3180353	07/31/96	07/31/06
Malaysia	Larscom	9600483	08/29/03	01/13/13
Malaysia	Larscom Logo 	96000484	08/27/02	01/13/13
Mexico	Larscom	470272	04/19/94	08/16/13
Mexico	Larscom	470271	08/19/94	08/16/13
New Zealand	Larscom	227591	Registered	04/21/14
New Zealand	Larscom	227592	03/08/96	04/21/14
New Zealand	Larscom Logo	227593	03/08/96	05/03/14
New Zealand	Larscom Logo	227594	03/08/96	05/03/14
Singapore	Larscom Logo	T9600272A	01/08/96	07/08/06
Sweden	Larscom Logo	312081	04/26/96	10/26/06
United Kingdom	Larscom	1538219	10/28/94	04/21/10

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COUNTRY	TRADE MARK	REG. NO.	REG. DATE	RENEWAL DATE
United Kingdom	Larscom	1538220	10/28/94	04/21/10
United Kingdom	Larscom Logo	1538217	02/17/95	05/03/10
United Kingdom	Larscom Logo	1538218	02/17/95	05/03/10
USA	Access-T	1,772,240	05/18/93	05/18/13
USA	Cupre Boss	2,551,032	03/19/02	03/19/12
USA	Larscom	2,043,315	03/11/97	03/11/07
USA	Larscom	1,937,441	11/21/95	05/21/06
USA	Larscom	1,988,785	07/23/96	07/23/06
USA	Larscom (Stylized) L A R S C @ M	2,125,140	12/30/97	12/30/07
USA	Larscom (Stylized) L A R S C @ M	2,075,803	07/01/97	07/01/07
USA	Larscom (Stylized) L A R S C @ M	2,083,958	07/29/97	07/29/07

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	Larscom And Design			
USA		2,268,940	08/10/99	08/10/09
	Larscom Integrates Your World			
USA		2,274,193	08/31/99	08/31/09
	Mega-E			
USA		2,114,378	11/18/97	11/18/07
	Mega-T			
USA		1,811,465	12/14/93	12/14/13
	Netedge			
USA		1,944,568	12/26/95	06/26/06
	Orion			
USA		2,353,189	05/30/00	05/30/10
	Orion 200			
USA		2,281,848	09/28/99	09/28/09
	Orion 2000			
USA		2,500,658	10/23/01	10/23/01
	Orion 400			
USA		2,249,808	06/01/99	06/01/09
	Orion 4000			
USA		2,191,103	09/22/98	09/22/08
	Orion 5000			
USA		2,927,241	02/22/05	02/22/15
	Orion 800			
USA		2,331,043	03/21/00	03/21/10



USA	Split-T	1,639,566	04/02/91	04/02/11
USA	Terra Boss	2,483,212	08/28/01	08/28/11
USA	Terra Uno	2,420,496	01/16/01	01/16/11
USA	Terramux	2,883,668	09/14/04	09/14/14
USA	Multiservice Broadband Xchange	2,580,477	06/11/02	06/11/12
USA	Vina	2,300,895	12/14/99	12/14/09
USA	Vina Multiservice Xchange	2,666,759	12/24/02	12/24/12
USA	Vina Integrator-300	2,714,134	05/06/03	05/06/13
USA	Vina MBX-1000	2,714,135	05/06/03	05/06/13

**Schedule II****B. Trademark Applications**

<b>COUNTRY</b>	<b>TRADEMARK</b>	<b>SERIAL NO.</b>	<b>FILE DATE</b>
USA	Verso Technologies, Inc.	78108879	2/14/2002
USA	NetEngine Viper	78321070	10/30/2003
USA	Prism	76207563	2/9/2001
India	Larscom	692789	12/29/95

## **Schedule II**

### **C. Trademark Licenses**

The Parent, Telemate.Net Software, Inc., and Verso Verilink, LLC have the right to use certain trademarks of their third party suppliers in limited circumstances in connection with reselling or distributing the supplier's products. The Parent also has the right to use the trademarks of its authorized resellers and distributors on the Parent's website for the limited purpose of denoting the fact that such entity is authorized to reseller or distribute the Parent's products.

## Schedule III

## A. Copyright Registrations

Title	Registration Number	Registration Date
Internet Abuse Risk Diamond	VA-1-089-965	3/14/2001
TELEMATE.NET (Telemate.Net Software, Inc.)	TX-1-024-821	2/12/2002
NETSPECTIVE (Telemate.Net Software, Inc.)	TX-1-025-279	2/12/2002
TELEDIRECT (Telemate.Net Software, Inc.)	TX-1-010-466	2/12/2002
TELEMATE (Telemate.Net Software, Inc.)	TX-1-025-238	2/12/2002
WEBFILTER (Telemate.Net Software, Inc.)	TX-1-025-240	2/12/2002
ASSET MANAGER 2.0 (Telemate.Net Software, Inc.)	TX-1-142-326	2/19/2004
Intelligent data station termination 4820 (Verilink Corporation)	TX-u-489-353	3/29/1991
Intelligent DST 4825 program code (Verilink Corporation)	TX-u-489-352	3/29/1991
XNET primary subnet interface software (Verilink Corporation)	TX-u-489-324	3/29/1991
D4+2 system controller software (Verilink Corporation)	TX-u-489-323	3/29/1991
Universal channel unit-digital signal processor (Verilink Corporation)	TX-u-489-322	3/29/1991
XNET secondary subnet interface software (Verilink Corporation)	TX-u-489-321	3/29/1991
Universal channel unit software code (Verilink Corporation)	TX-u-489-197	3/29/1991
SMART DST 4809 (Verilink Corporation)	TX-u-441-898	3/29/1991
LIU-3XL software (Verilink Corporation)	TX-u-489-325	3/29/1991
ASSET MANAGER 2.0 (Telemate.Net Software, Inc.)	TXu-1-166-148	7/27/04
Telemate Telemanagement Series user's manual (Telemate Software, Inc.)	TX-4-031-168	4/19/1995

**Schedule III**

**B. Copyright Applications**

None.

### **Schedule III**

#### **C. Copyright Licenses**

The Parent, Telemate.Net Software, Inc. and Verso Verilink, LLC license a number of third party software products for internal use and also license certain third party software products for use as part of their product offerings. The license agreements for these third party software products do not usually contain express language granting a license to the copyrights and/or patents associated with the third party products. They typically contain language granting the licensee the right to use the software for certain purposes if for internal use and the right to reproduce and distribute the software with the licensee's products if for use with product offerings.

COUNTRY	REG. NO.	REG. DATE	RENEWAL DATE
USA	2,978,194	7/26/2005	7/26/2015
USA	2,942,897	4/19/2005	4/19/2015
USA	2,568,172	5/7/2002	5/7/2012
USA	2,564,356	4/23/2002	4/23/2012
USA	2,135,146	2/10/98	2/10/2008
USA	2,842,848	5/18/2004	5/18/2014
USA	2,855,828	6/22/2004	6/22/2014
USA	2,752,895	8/19/2003	8/19/2013
USA	2,750,258	8/12/2003	8/12/2013
USA	2,564,357	4/23/2002	4/23/2012
USA	2,989,884	8/30/2005	8/30/2015
USA	2,232,795	3/16/1999	3/16/09
USA	2,391,119	10/3/2000	10/3/10
USA	2,128,248	1/13/1998	1/13/08
USA	2,041,016	2/25/1997	2/24/07
USA	2,072,183	6/17/1997	6/17/07
USA	2,686,973	2/11/2003	2/10/13
Argentina	1.816.766	1/23/01	1/23/11
Australia	777,531	6/25/99	11/5/08
Australia	807,442	2/11/00	9/17/09
Brazil	821346598	5/21/02	5/21/12
Brazil	822045591	Pending	
Canada	528,570	5/30/00	5/30/15
Canada	568,164	9/27/02	9/27/17
Chile	549.960	10/11/99	10/11/09
Chile	565,405	4/5/00	4/5/10