

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3515750

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SHARE PURCHASE AGREEMENT

**CONVEYING PARTY DATA**

Name	Execution Date
KRONE INTERNATIONAL HOLDING INC.	03/25/2004
KRONE DIGITAL COMMUNICATIONS INC.	03/25/2004
GENTEK HOLDING CORPORATION	03/25/2004
GENTEK INC.	03/25/2004

**RECEIVING PARTY DATA**

<b>Name:</b>	ADC TELECOMMUNICATIONS, INC.
<b>Street Address:</b>	2345 RICE STREET
<b>Internal Address:</b>	SUITE 230
<b>City:</b>	ROSEVILLE
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55113

**PROPERTY NUMBERS Total: 13**

Property Type	Number
Application Number:	08408831
Application Number:	08890486
Application Number:	09401671
Application Number:	08619934
Application Number:	08995041
Application Number:	09401674
Application Number:	09426505
Application Number:	09429458
Application Number:	09440293
Application Number:	09474390
Application Number:	09684453
Application Number:	09871053
Application Number:	09904822

**CORRESPONDENCE DATA**

**Fax Number:** (212)223-6521

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**PATENT**

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** jharting@merchantgould.com  
**Correspondent Name:** MERCHANT & GOULD, P.C.  
**Address Line 1:** P.O. BOX 2903  
**Address Line 2:** JULIE K. SGOGE  
**Address Line 4:** MINNEAPOLIS, MINNESOTA 55402

<b>ATTORNEY DOCKET NUMBER:</b>	02316.00000001
<b>NAME OF SUBMITTER:</b>	BENJAMIN H. GRAF
<b>SIGNATURE:</b>	/Benjamin H. Graf/
<b>DATE SIGNED:</b>	09/08/2015

**Total Attachments: 78**

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**SHARE PURCHASE AGREEMENT**

**by and among**

**ADC TELECOMMUNICATIONS, INC.,**

**KRONE INTERNATIONAL HOLDING INC.,**

**KRONE DIGITAL COMMUNICATIONS INC.,**

**GENTEK HOLDING CORPORATION,**

**and**

**GENTEK INC.**

**March 25, 2004**

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March 25, 2004

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## SHARE PURCHASE AGREEMENT

This SHARE PURCHASE AGREEMENT (this "*Agreement*"), dated March 25, 2004, is made and entered into by and among ADC Telecommunications, Inc., a Minnesota corporation ("*Buyer*"), Krone International Holding Inc., a Delaware corporation ("*Krone International*"), Krone Digital Communications Inc., a Delaware corporation ("*Krone Digital*" and together with Krone International, the "*Companies*"), GenTek Holding Corporation, a Delaware corporation and the sole shareholder of the Companies ("*Seller*"), and GenTek Inc., a Delaware corporation and the parent entity of Seller ("*Parent*").

WHEREAS, Seller owns [REDACTED] shares of common stock of Krone International and [REDACTED] shares of common stock of Krone Digital (collectively, the "*Shares*"), such Shares constituting all of the issued and outstanding shares of capital stock of the Companies; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, the Shares, including the business and assets of the Companies, as well as the Related IP (as defined below); and

WHEREAS, the respective Boards of Directors of Buyer, Parent, Seller and the Companies have determined that it is advisable and in the best interests of the respective corporations and their shareholders that Buyer acquire all of the outstanding Shares of the Companies and the Related IP in exchange for cash (the "*Acquisition*") in accordance with the terms of this Agreement; and

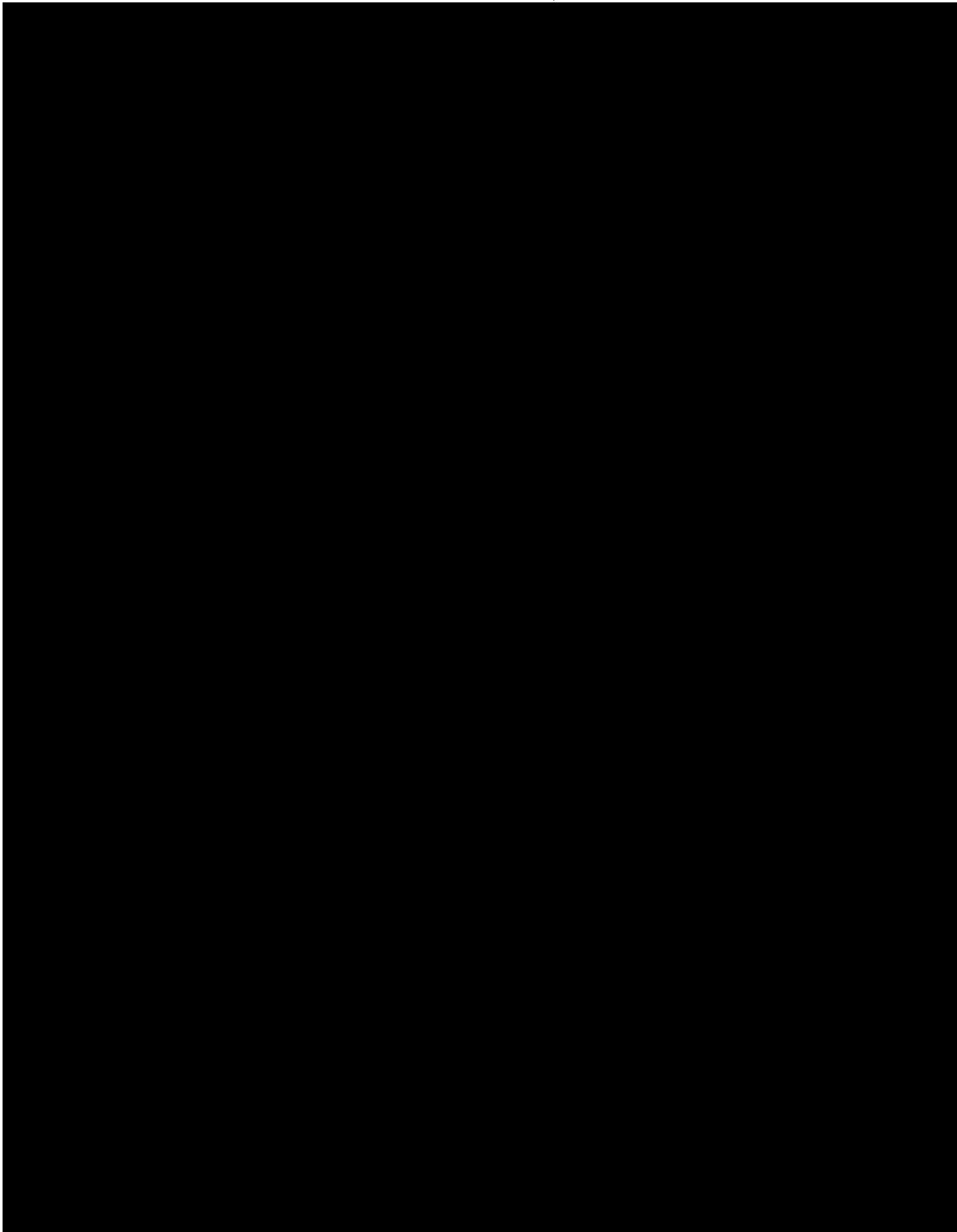
WHEREAS, certain employees of the Companies are concurrently entering into employee retention agreements with Buyer (the "*Contract Employees*"); and

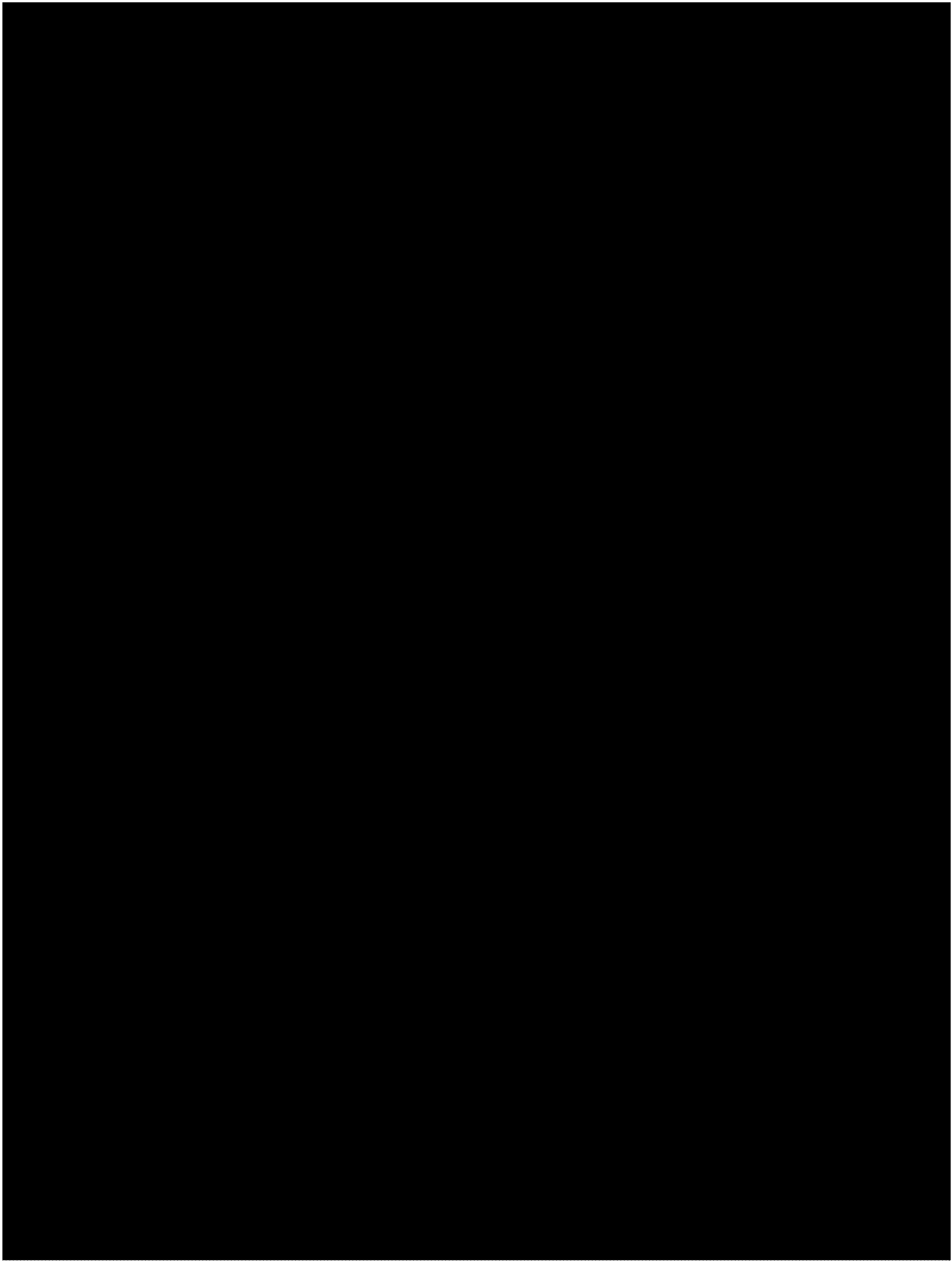
WHEREAS, Buyer, Parent, Seller and the Companies desire to make certain representations, warranties, covenants, and agreements in connection with, and establish various conditions precedent to, the Acquisition;

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth in this Agreement, the parties hereto hereby agree as follows:

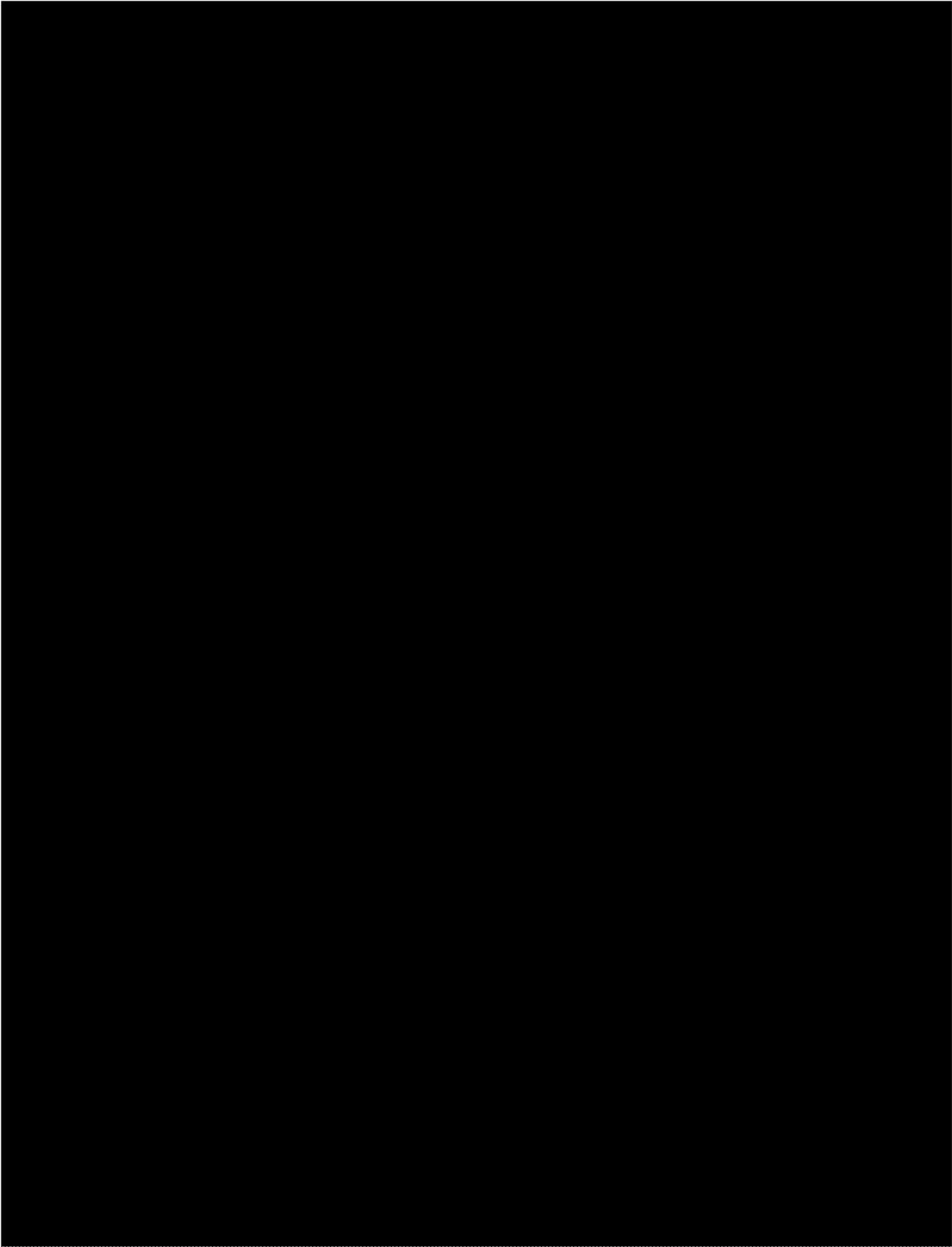
### Article I The Acquisition

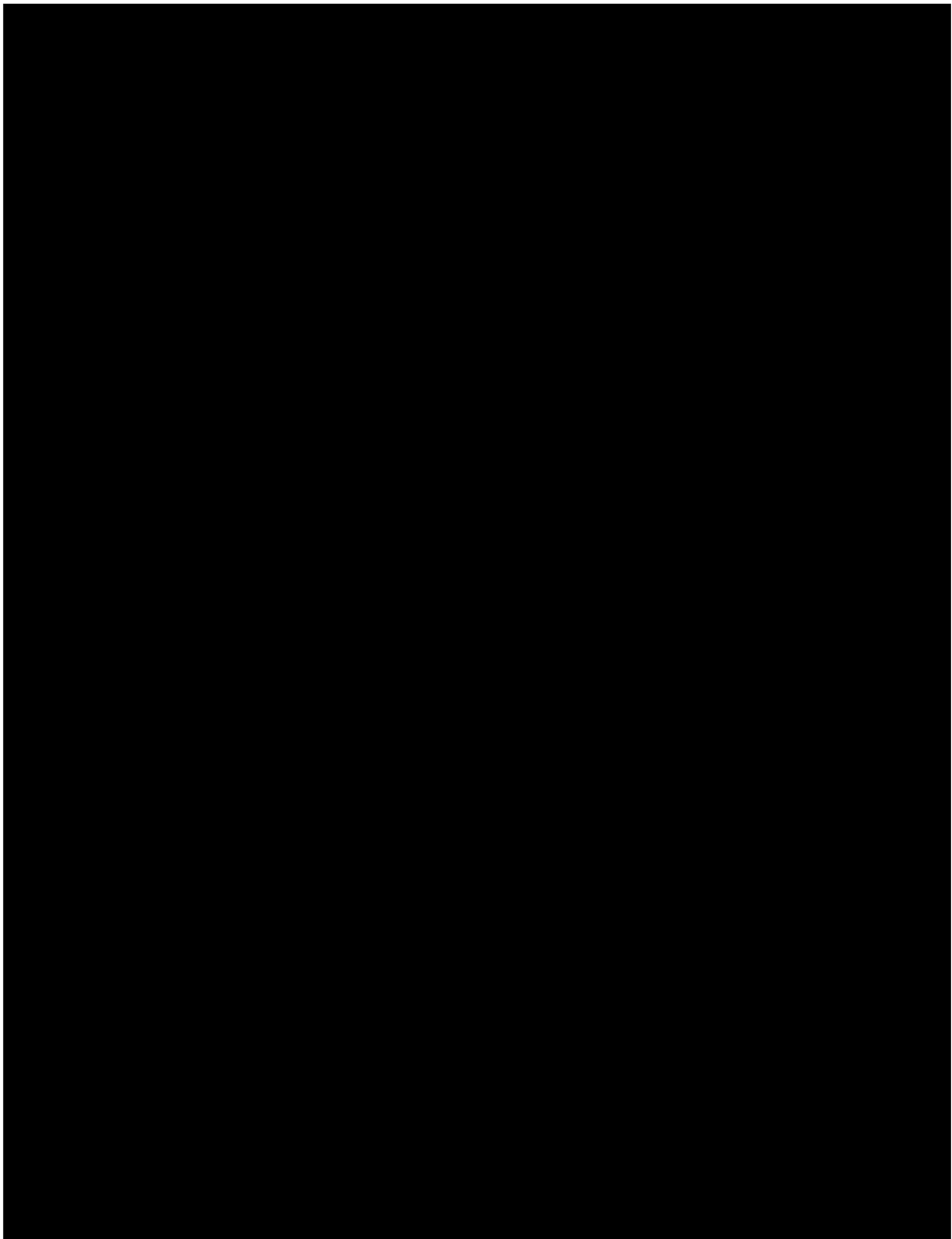
1.1 Purchase and Sale. Upon the terms and subject to the conditions contained herein, at the Closing (as defined in Section 1.3 hereof), Seller shall sell, transfer and deliver to Buyer (or shall cause its subsidiaries or affiliates to sell, transfer and deliver to Buyer), and Buyer shall purchase and accept from Seller (or Seller's subsidiaries or Affiliates, as applicable), Seller's right, title and interest in and to (a) the Shares, which Shares shall comprise in the aggregate all of the shares of capital stock of the Companies that will be issued and outstanding on the Closing Date (as defined in Section 1.3 hereof), free and clear of any and all liens, security interests, claims, pledges, charges or other encumbrances or restrictions of any kind (collectively, "*Liens*"), and (b) those certain items of intellectual property set forth on Schedule 1.1(b) hereof (the "*Related IP*"), free and clear of any and all Liens except for Permitted Liens (as defined in Section 3.8(b) hereof).

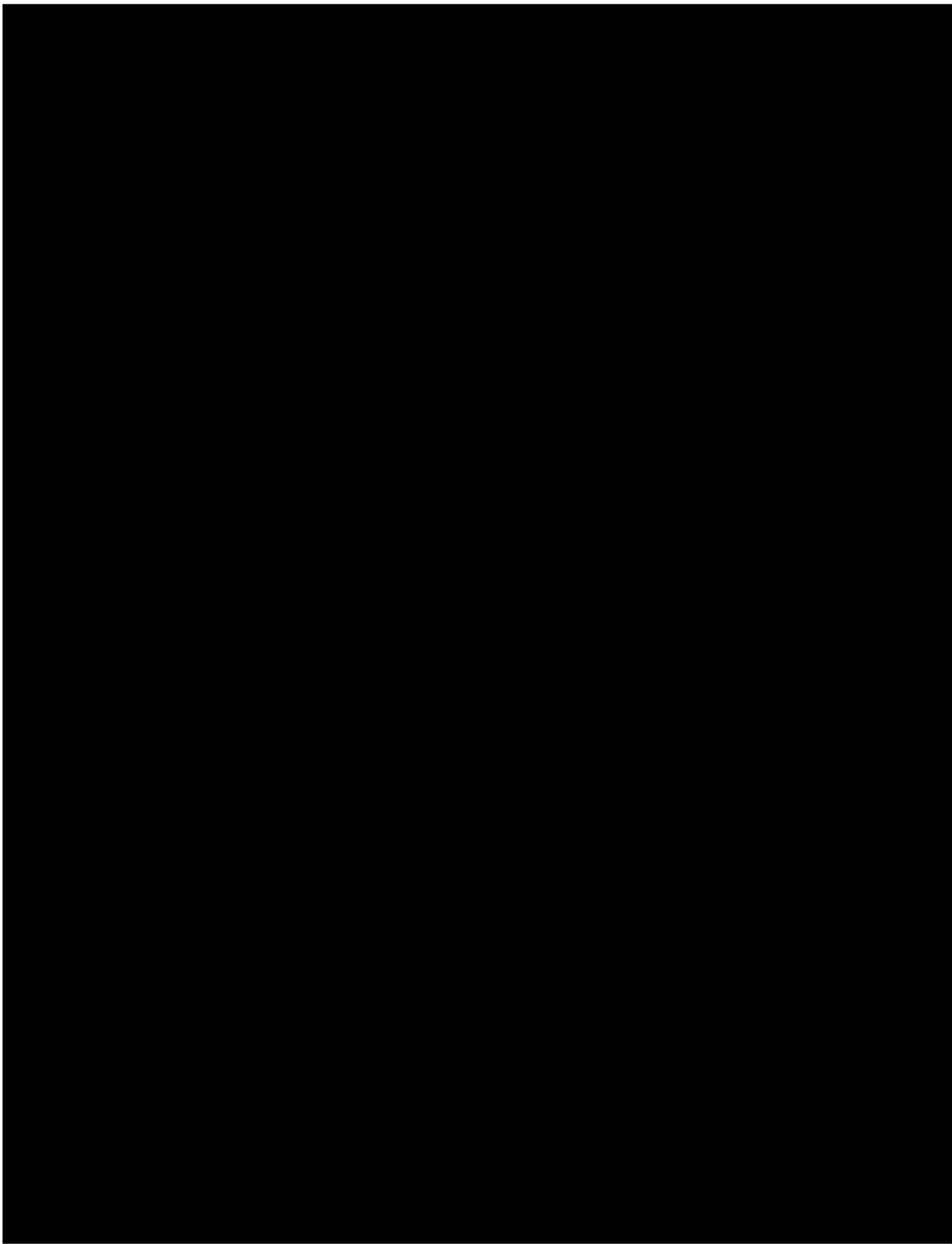








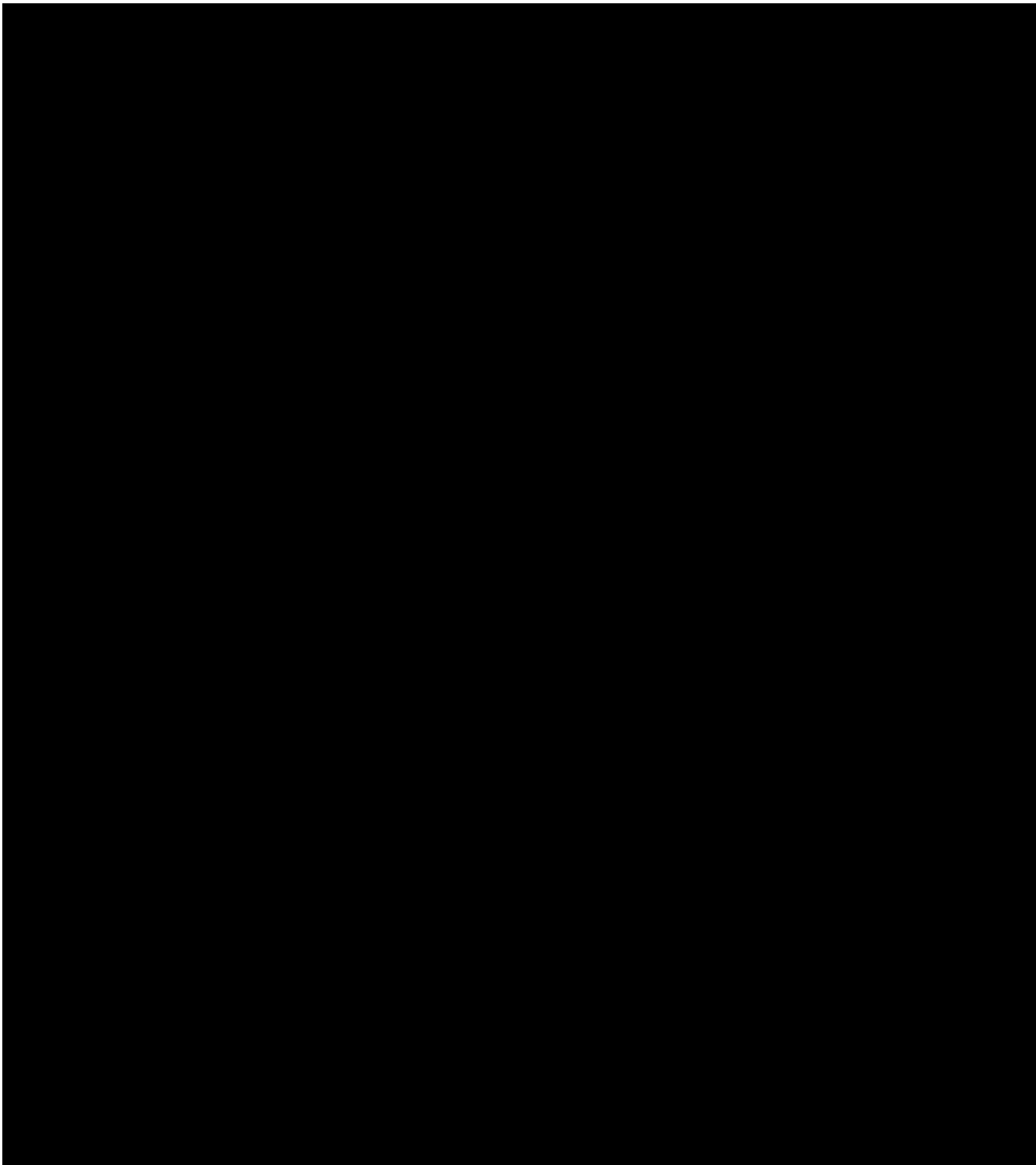


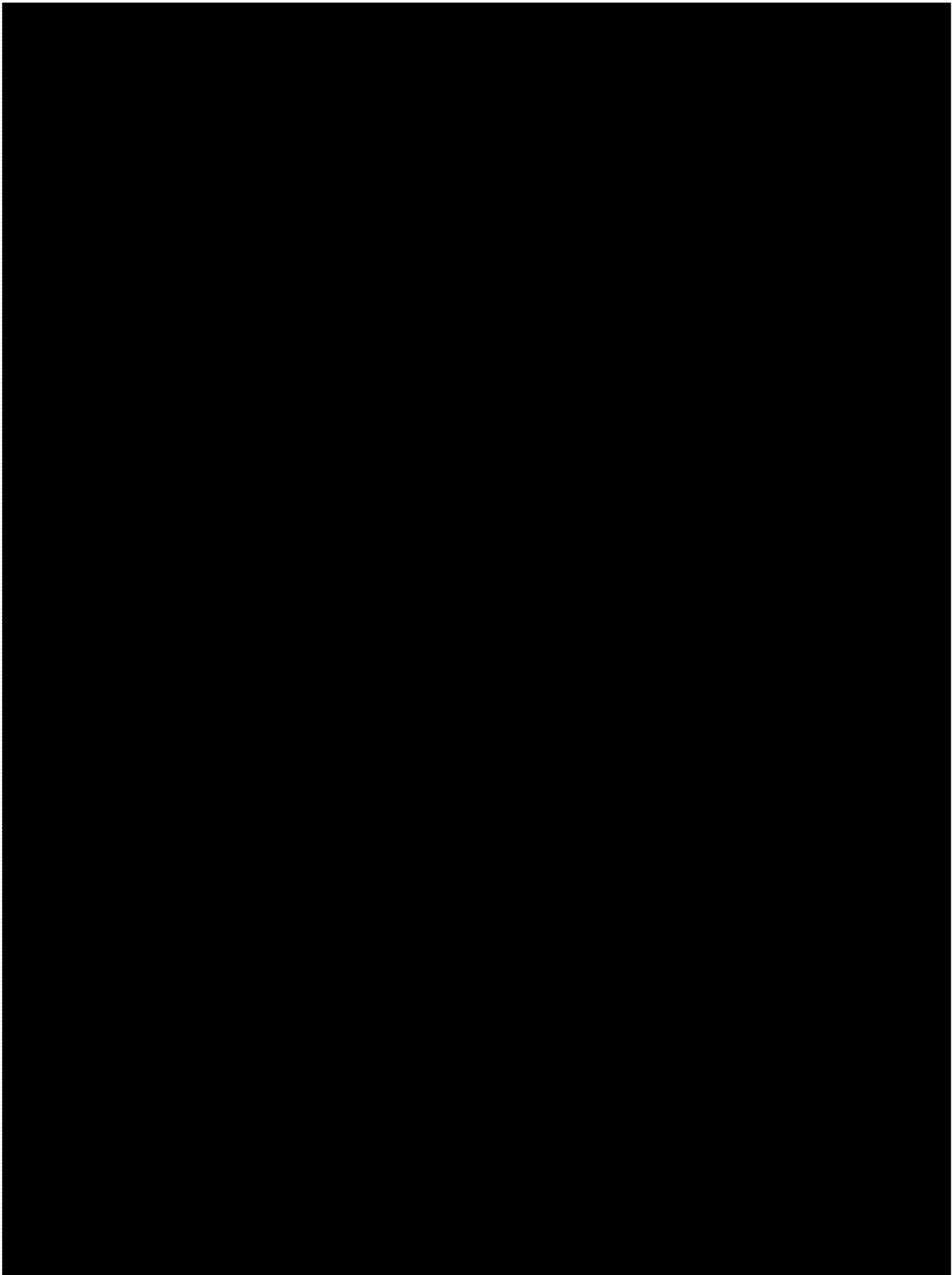


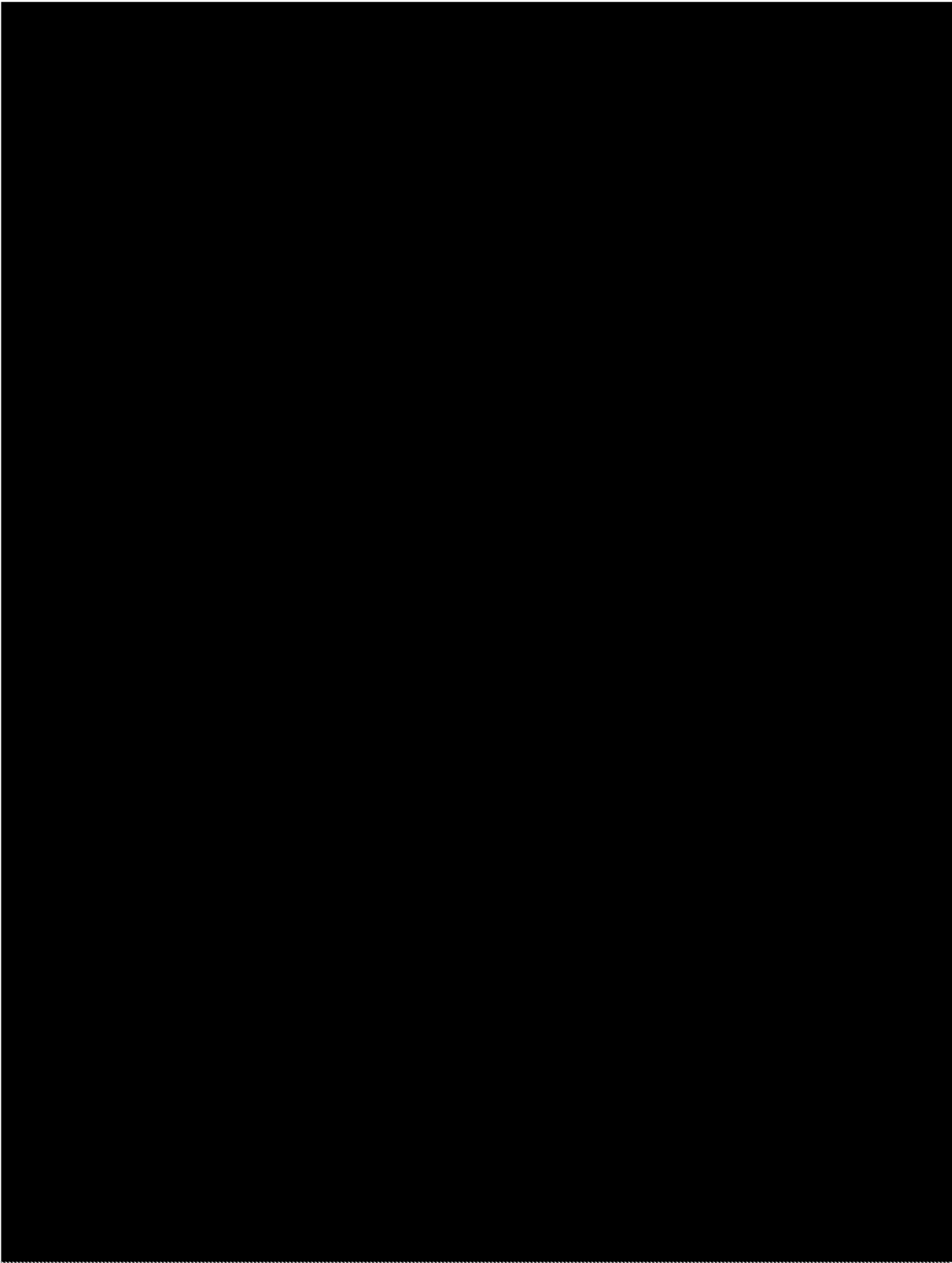
**Article III**  
**Representations and Warranties Regarding the Companies**

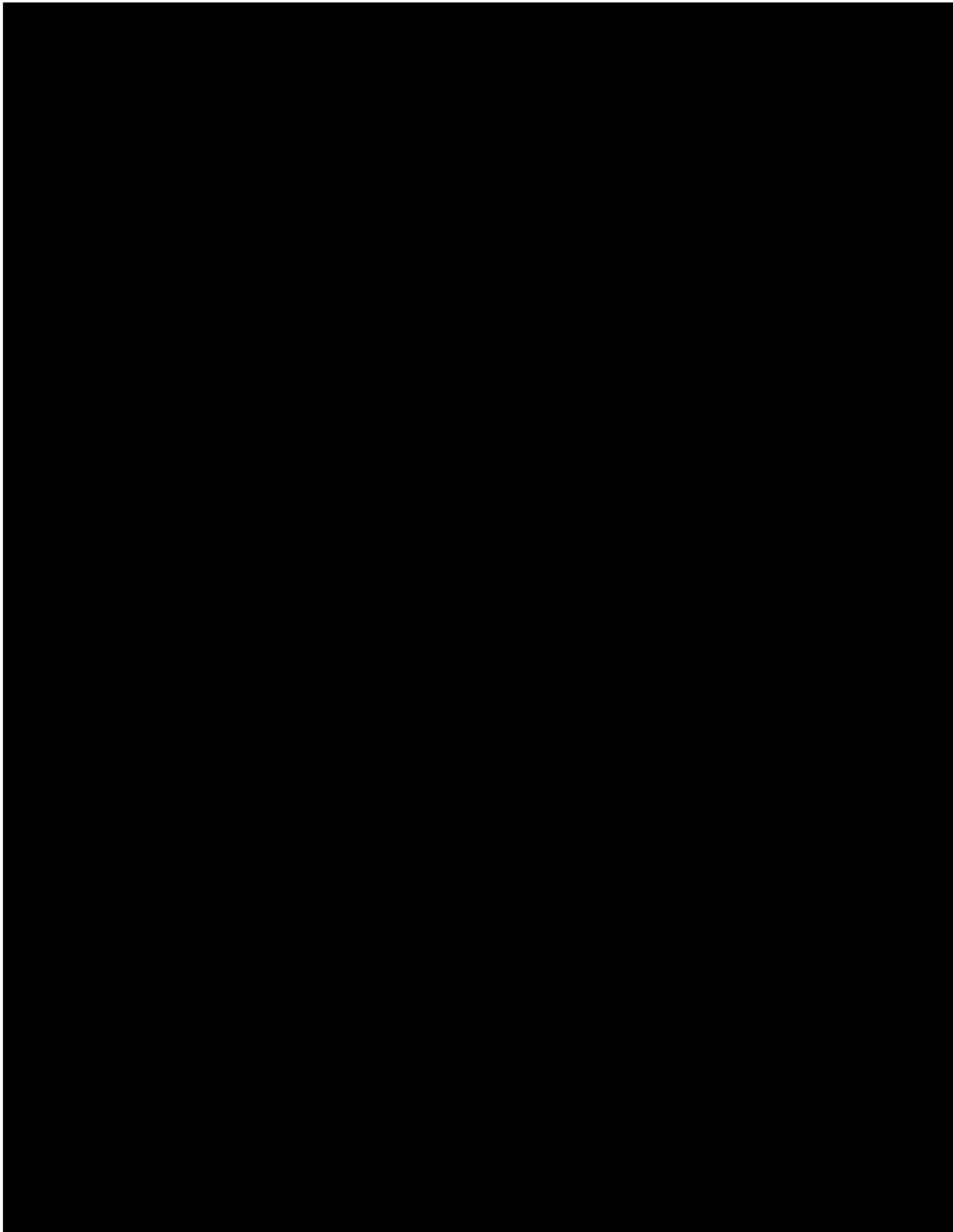
Except as set forth in the Disclosure Schedule, Seller and Parent hereby jointly and severally represent and warrant to Buyer as set forth in this Article III, and acknowledge that Buyer is relying upon the following representations and warranties in connection with the

**purchase of the Shares and the Related IP. Each item disclosed in the Disclosure Schedule shall constitute an exception to the representations and warranties to which it makes reference and shall be deemed to be disclosed with respect to each section of the Disclosure Schedule to which it relates and/or representation and warranty herein given, without the necessity of repetitive disclosure or cross-reference, so long as such item is fairly described with reasonable particularity and detail and such description provides a reasonable indication that the item applies to another schedule contained in the Disclosure Schedule.**

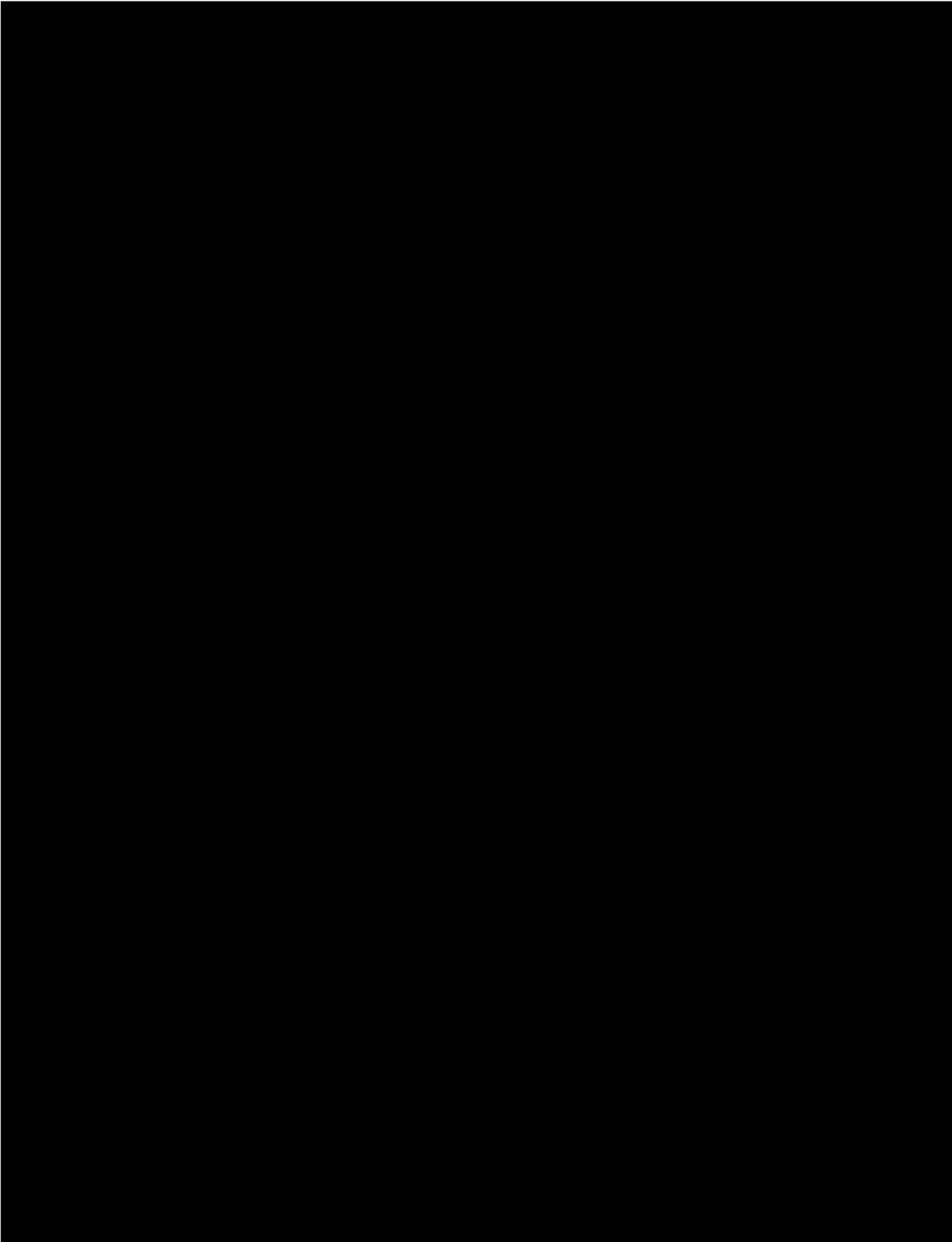


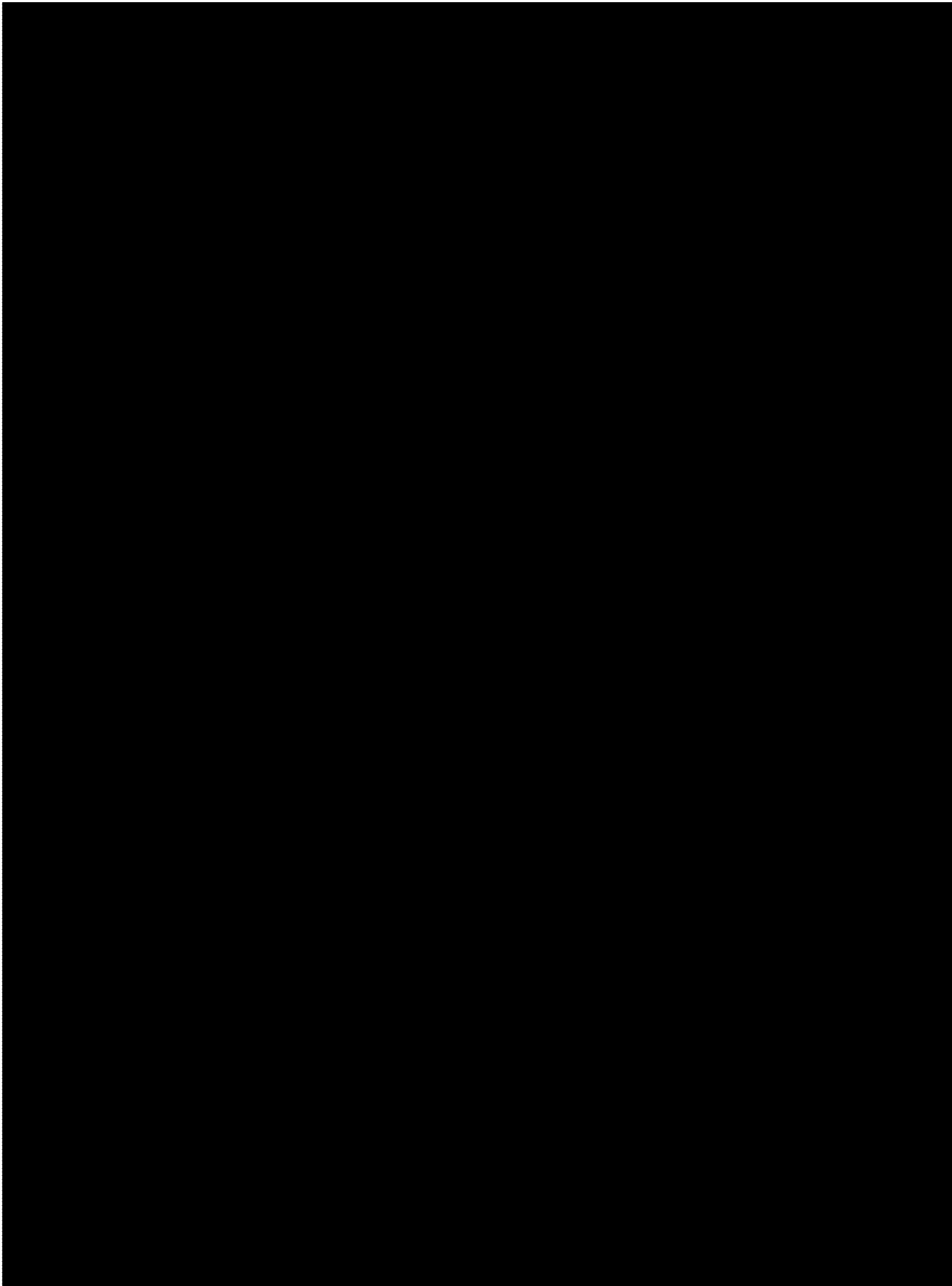


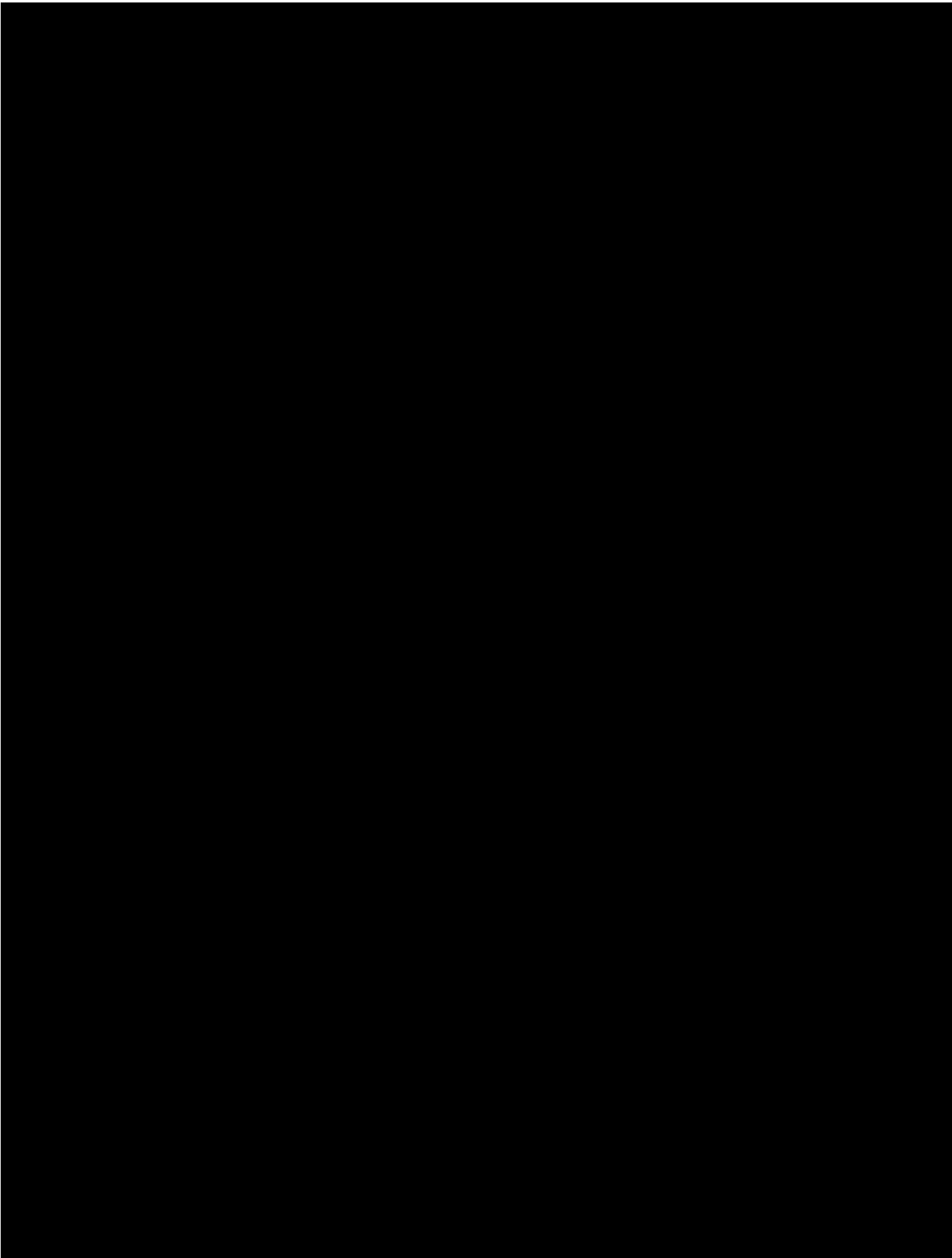


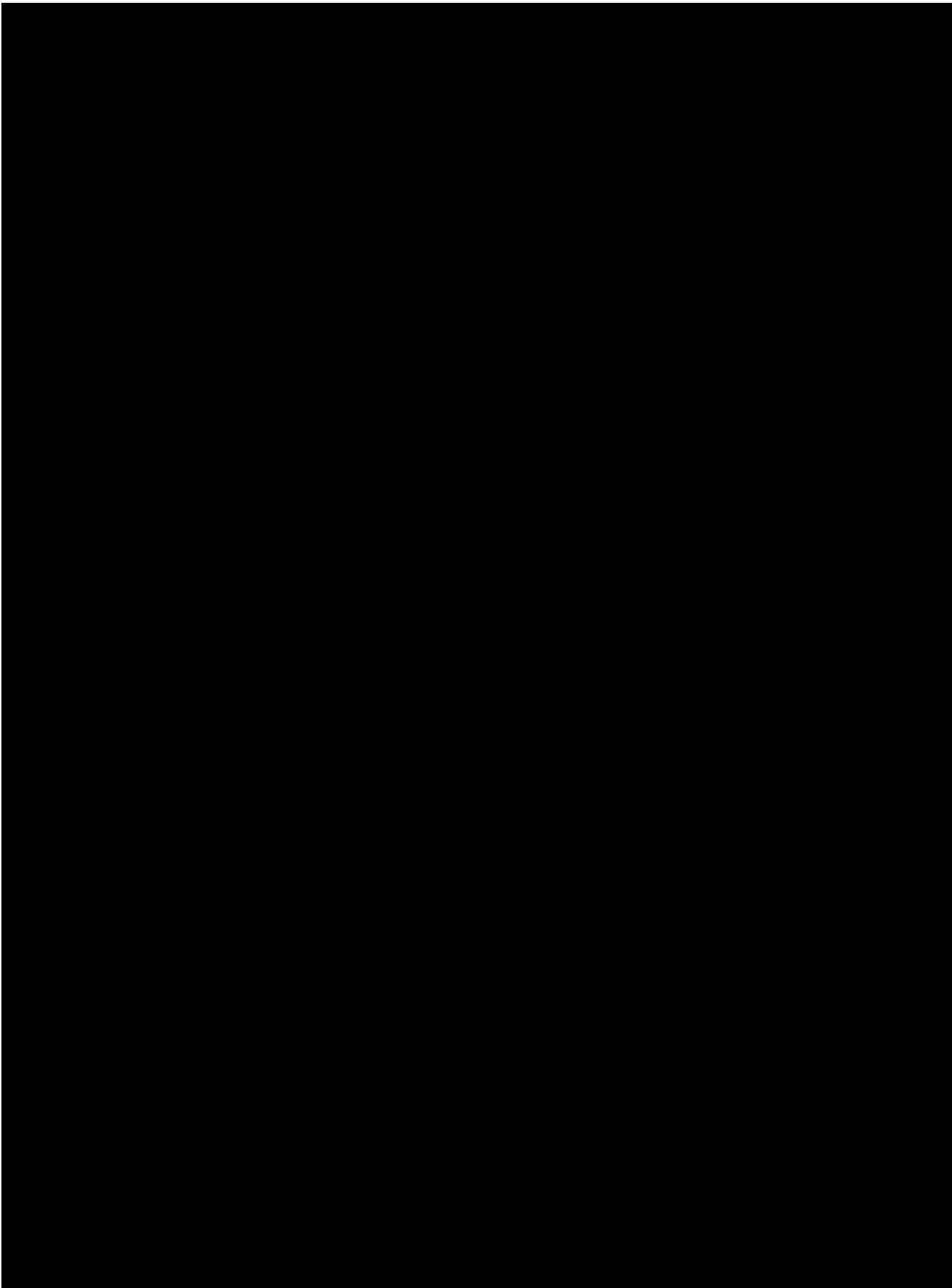


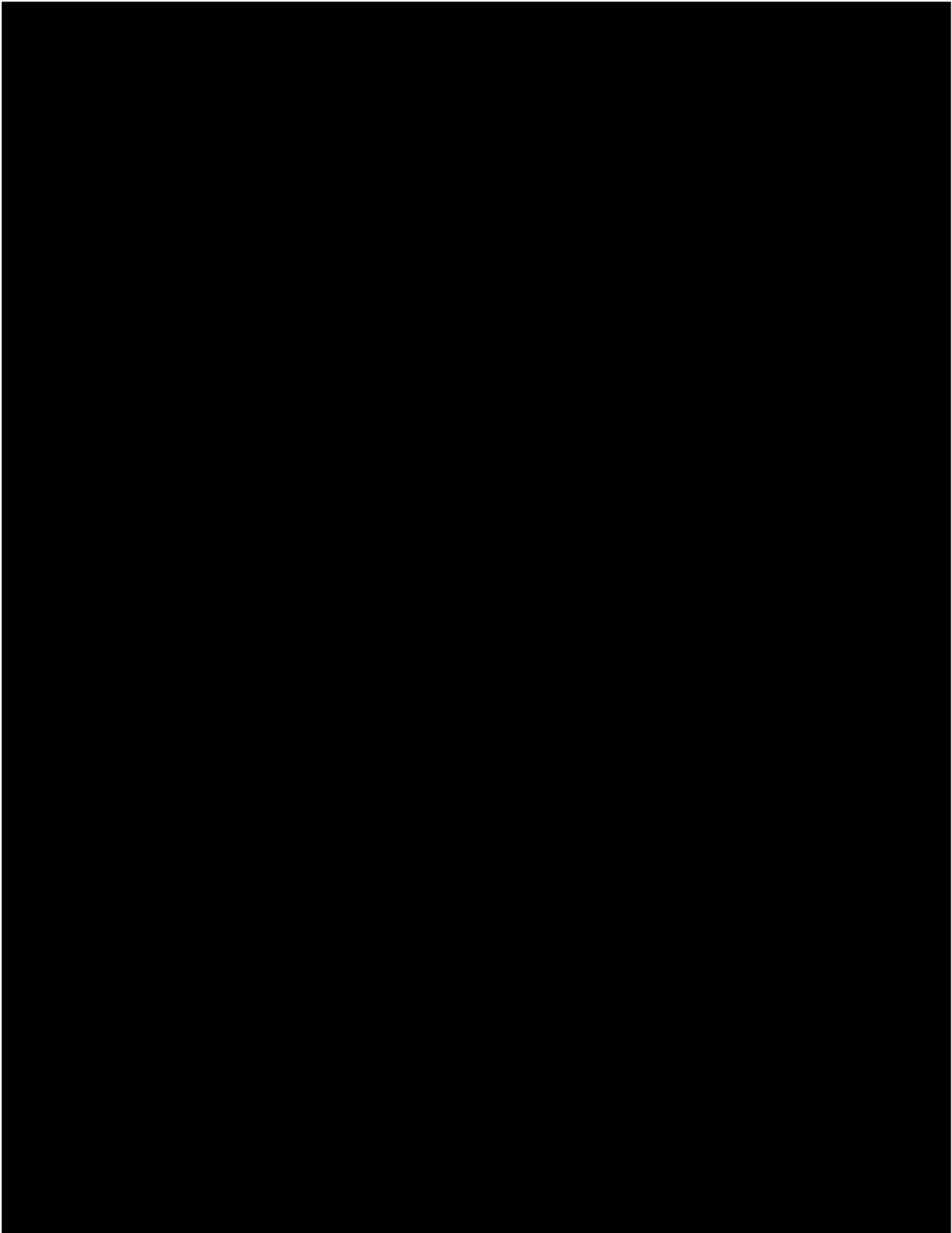












3.14 Intellectual Property Rights.

(a) The Companies, together with the Subsidiaries, own, or are validly licensed or otherwise possess legally enforceable rights to use, all patents, patent rights, trademarks, trademark rights, industrial designs, industrial design rights, trade names, trade name rights, service marks, domain names, copyrights, and any applications for any of the foregoing,

maskworks, schematics, inventions, technology, know-how, trade secrets, ideas, algorithms, processes, computer software programs or applications (in both source code and object code form), database, and tangible or intangible proprietary or confidential information ("*Intellectual Property*") that are used in the business of the Companies and the Subsidiaries as currently conducted by the Companies and the Subsidiaries (collectively, "*Company Intellectual Property*").

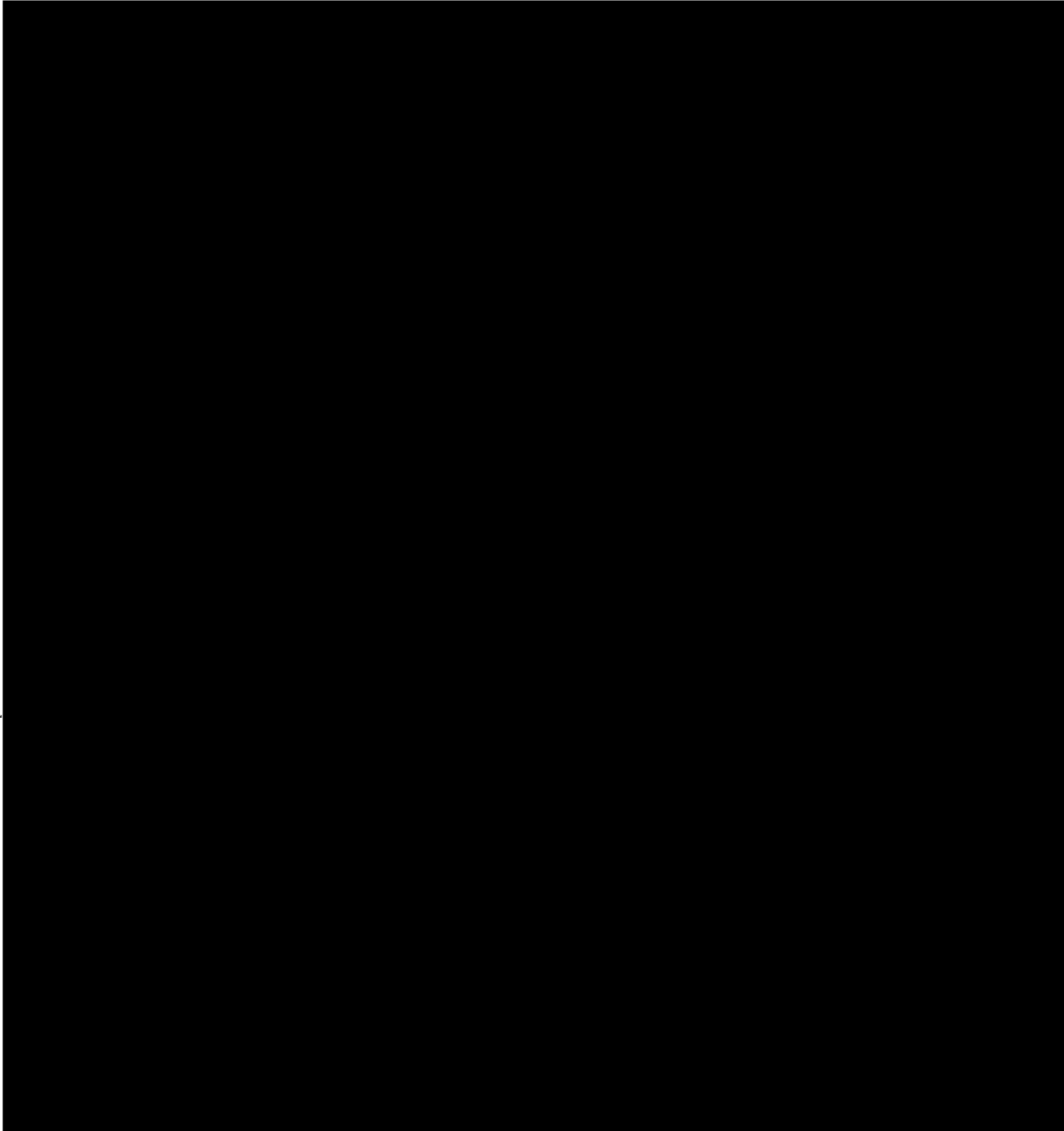
(b) Section 3.14(b) of the Disclosure Schedule lists (i) all patents and patent applications and all registered trademarks and trademark applications, all registered industrial designs and industrial design applications, registered trade names and registered service marks, domain names and all registered copyrights owned by the Companies and the Subsidiaries, including the jurisdictions in which each such Company Intellectual Property right has been issued or registered or in which any application for such issuance and registration has been filed, (ii) all material licenses, sublicenses and other agreements as to which the Companies or any Subsidiary is a party and pursuant to which any third party is authorized to use any Company Intellectual Property, and (iii) all material licenses, sublicenses and other agreements as to which the Companies or any Subsidiary is a party and pursuant to which the Companies or any Subsidiary is authorized to use any third-party patents, trademarks or copyrights, including software, other than off-the-shelf, shrink wrapped software and other currently available commercial software, ("*Third Party Intellectual Property Rights*") which are incorporated in, are, or form a part of any product of the Companies or any Subsidiary. One of the Companies or a Subsidiary is the sole and exclusive owner of, with all right, title and interest in and to (free and clear of any Liens other than Permitted Liens), the Company Intellectual Property, and has sole and exclusive rights to the use thereof or the material covered thereby in connection with the services or products in respect of which Company Intellectual Property is being used by the Companies or such Subsidiary.

(c) To the knowledge of the Companies, there is no material unauthorized use, infringement or misappropriation of any Company Intellectual Property, any trade secret material of the Companies or any Subsidiary or any Third Party Intellectual Property to the extent licensed by or through the Companies or any Subsidiary, by any third party, including any current or former employee, contractor or independent consultant.

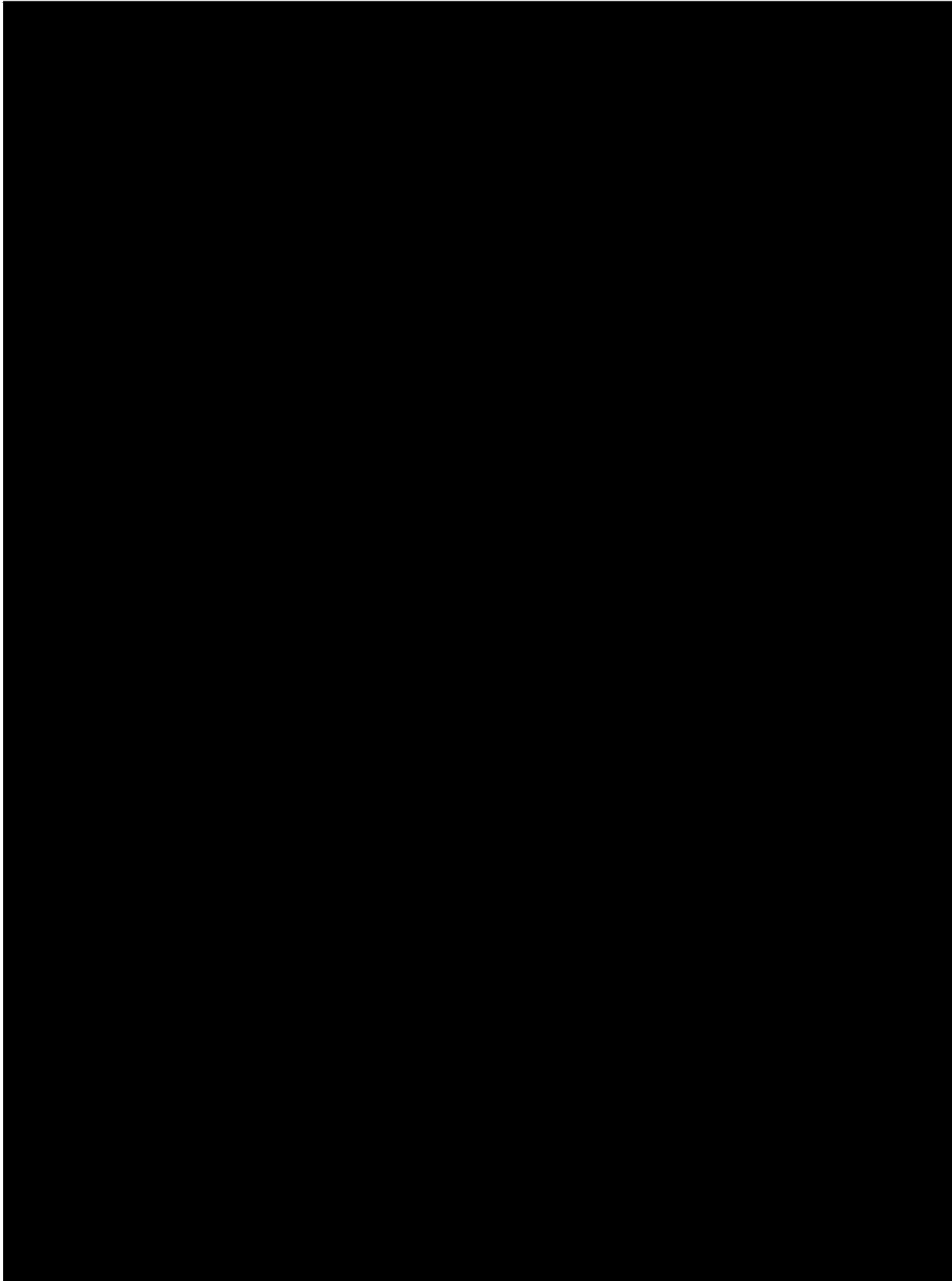
(d) (i) None of the Companies or the Subsidiaries has been sued in any suit, action or proceeding during the past four (4) years which involves a claim of infringement of any patents, trademarks, industrial designs, service marks, domain names, copyrights or violation of any trade secret or other proprietary right of any third party, (ii) to the knowledge of the Companies, neither the conduct of the business of the Companies and the Subsidiaries as currently conducted nor the use of the Company Intellectual Property by the Companies or any Subsidiary or the sale of products by the Companies or any Subsidiary, infringes or otherwise violates any valid or enforceable license, trademark, trademark right, trade name, trade name right, industrial design, industrial design right, patent, patent right, invention, service mark, domain name or copyright of any third party, (iii) no third party is challenging the ownership or license by the Companies or any Subsidiary, or the validity or effectiveness thereof, of any of the Company Intellectual Property, (iv) none of the Companies or the Subsidiaries has brought any action, suit or proceeding for infringement of Company Intellectual Property or breach of any license or agreement involving Company Intellectual Property against any third party during the

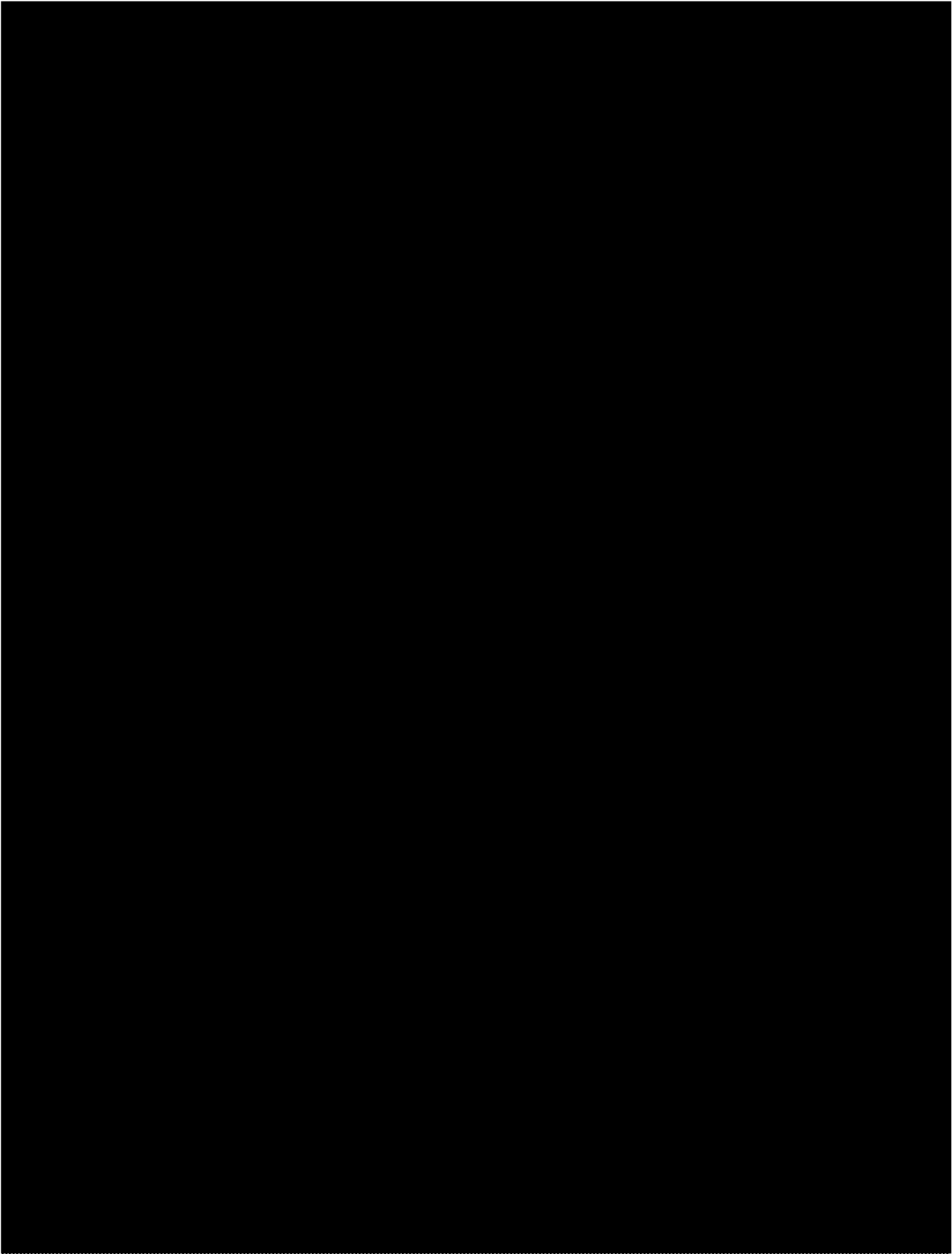
past four (4) years, and (v) there are no pending or, to the knowledge of the Companies, threatened interference, re-examinations, oppositions or nullities involving any patents, patent rights or applications therefor of the Companies or any Subsidiary, except such as may have been commenced by the Companies or any Subsidiary.

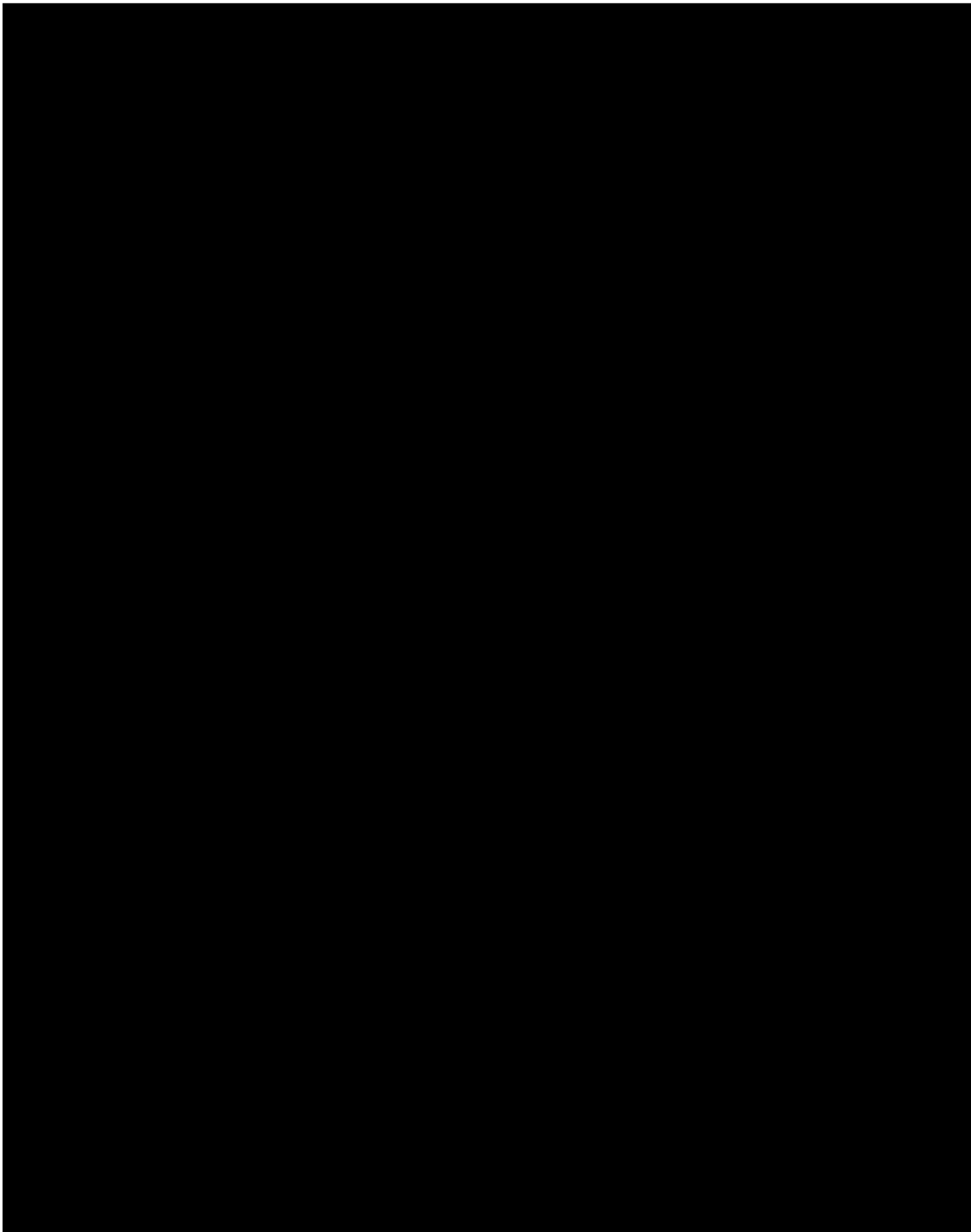
(e) The Companies and each Subsidiary have taken reasonable steps to protect and preserve the confidentiality of all confidential Company Intellectual Property not otherwise protected by patents, patent applications or copyright ("*Confidential Information*").

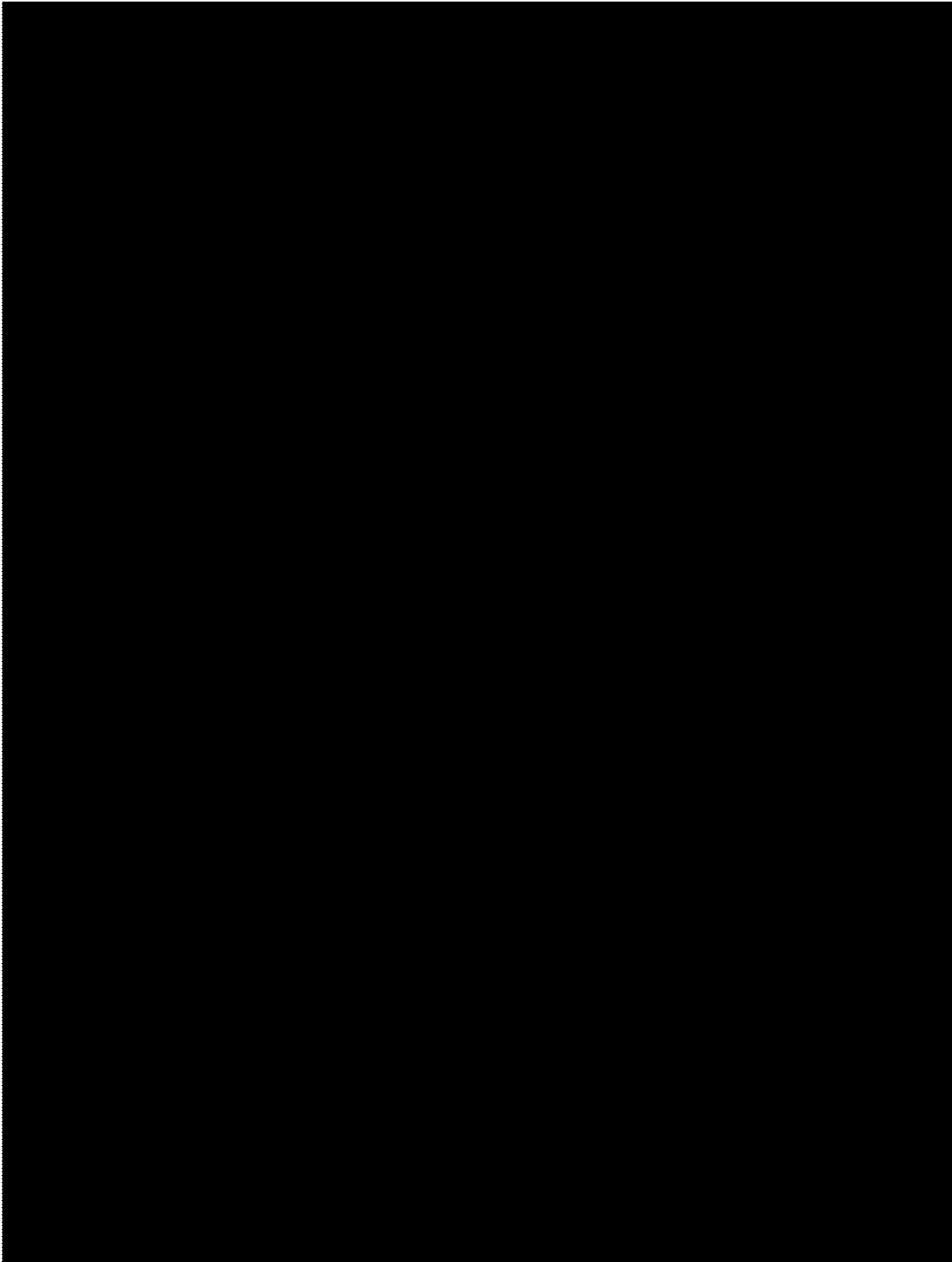


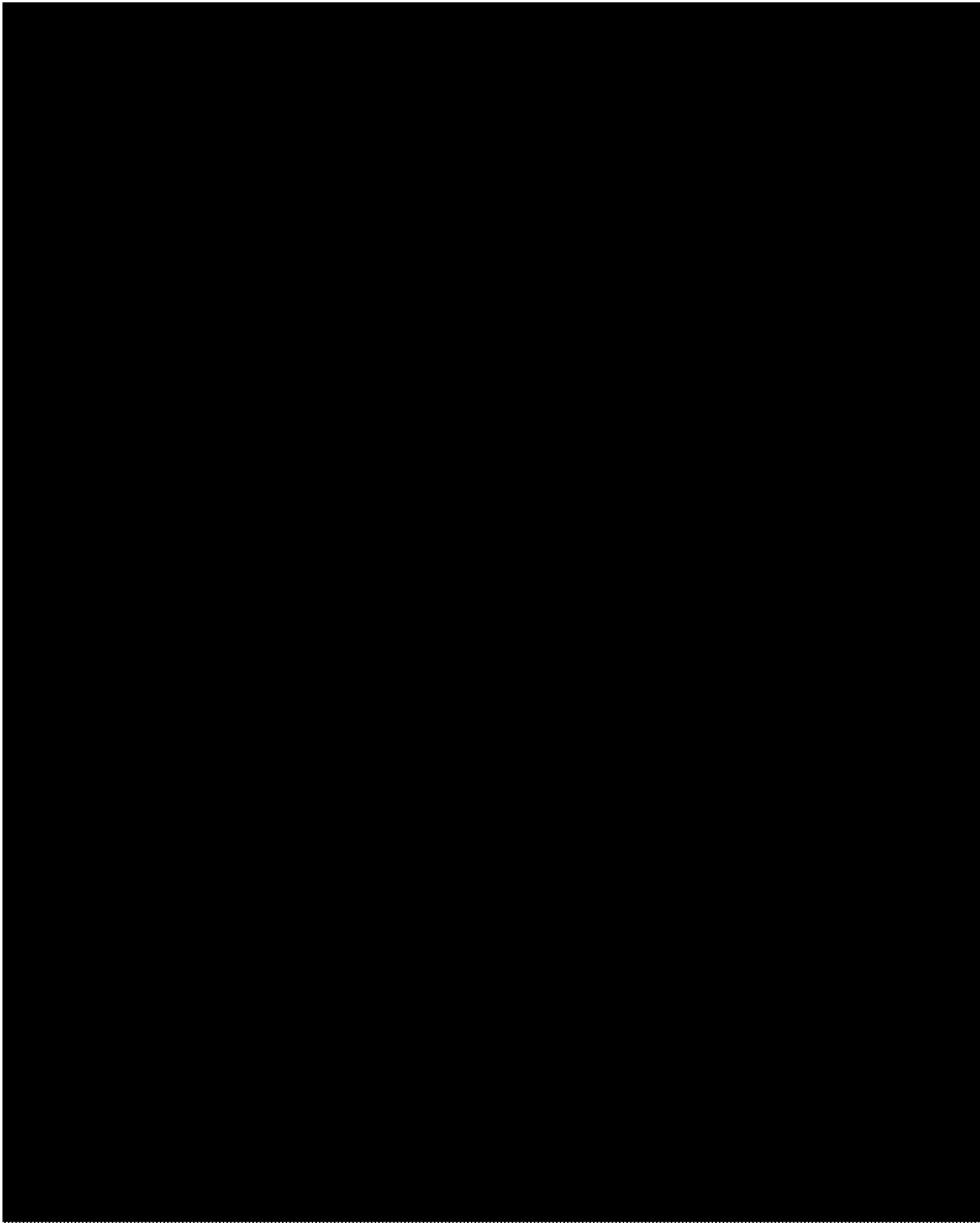


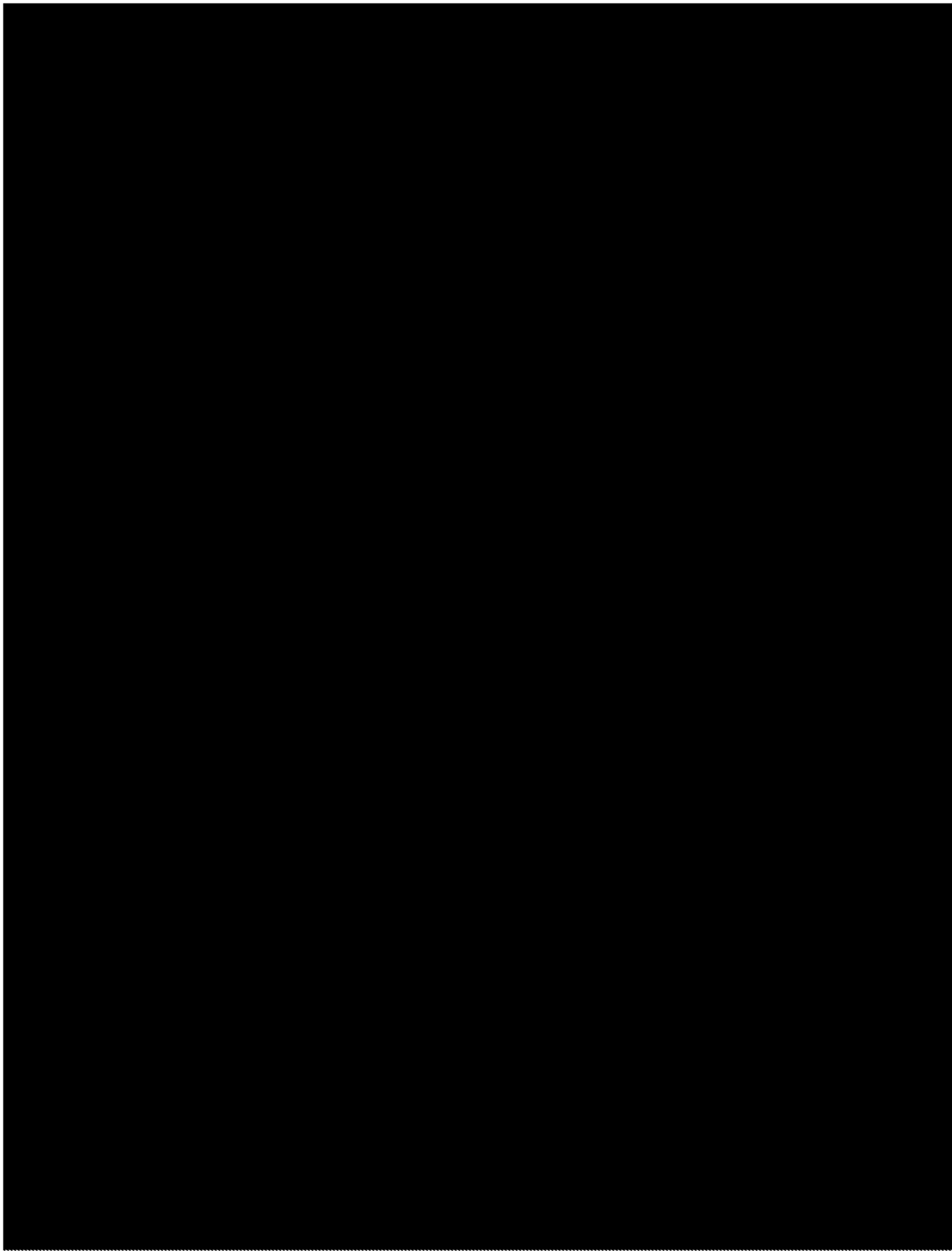


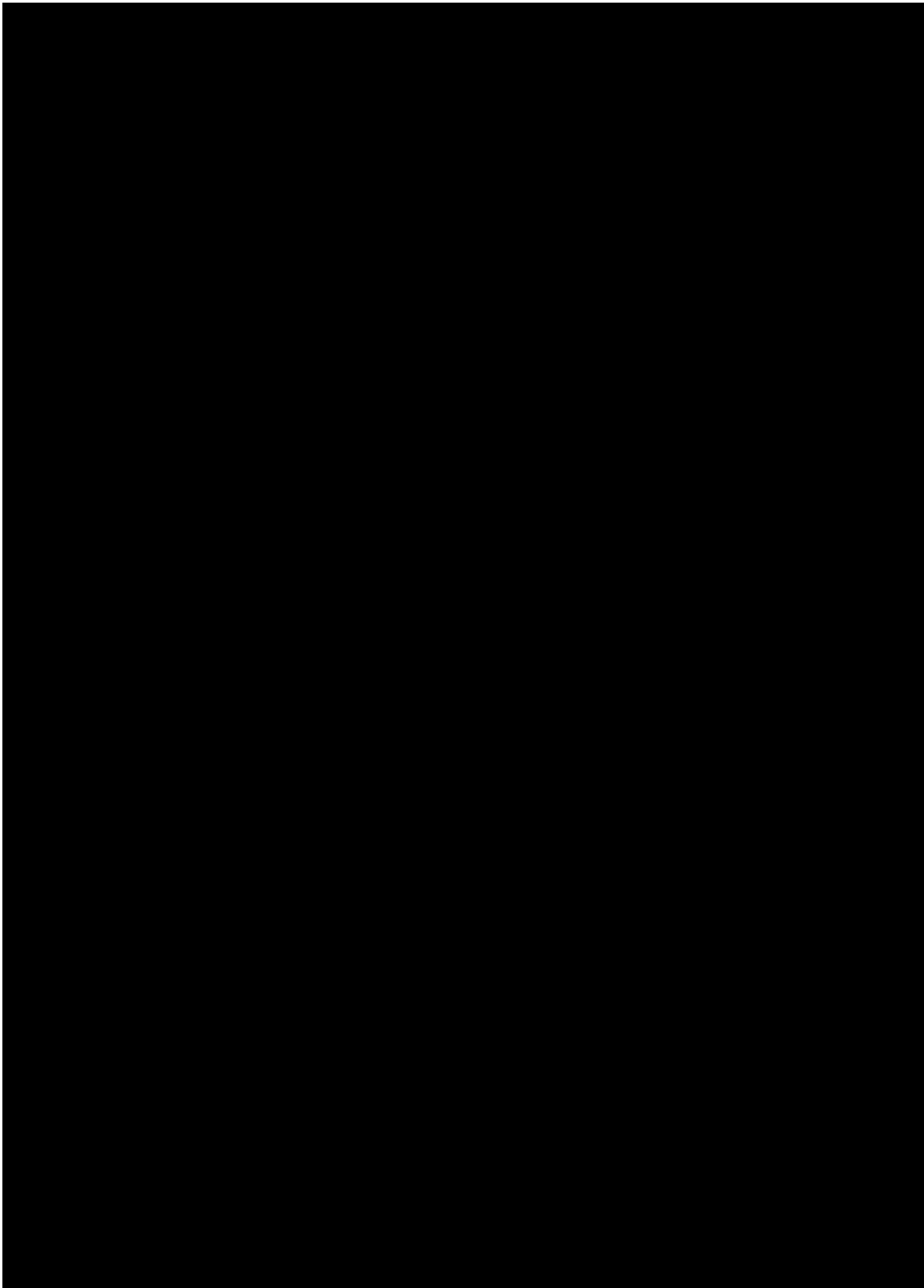


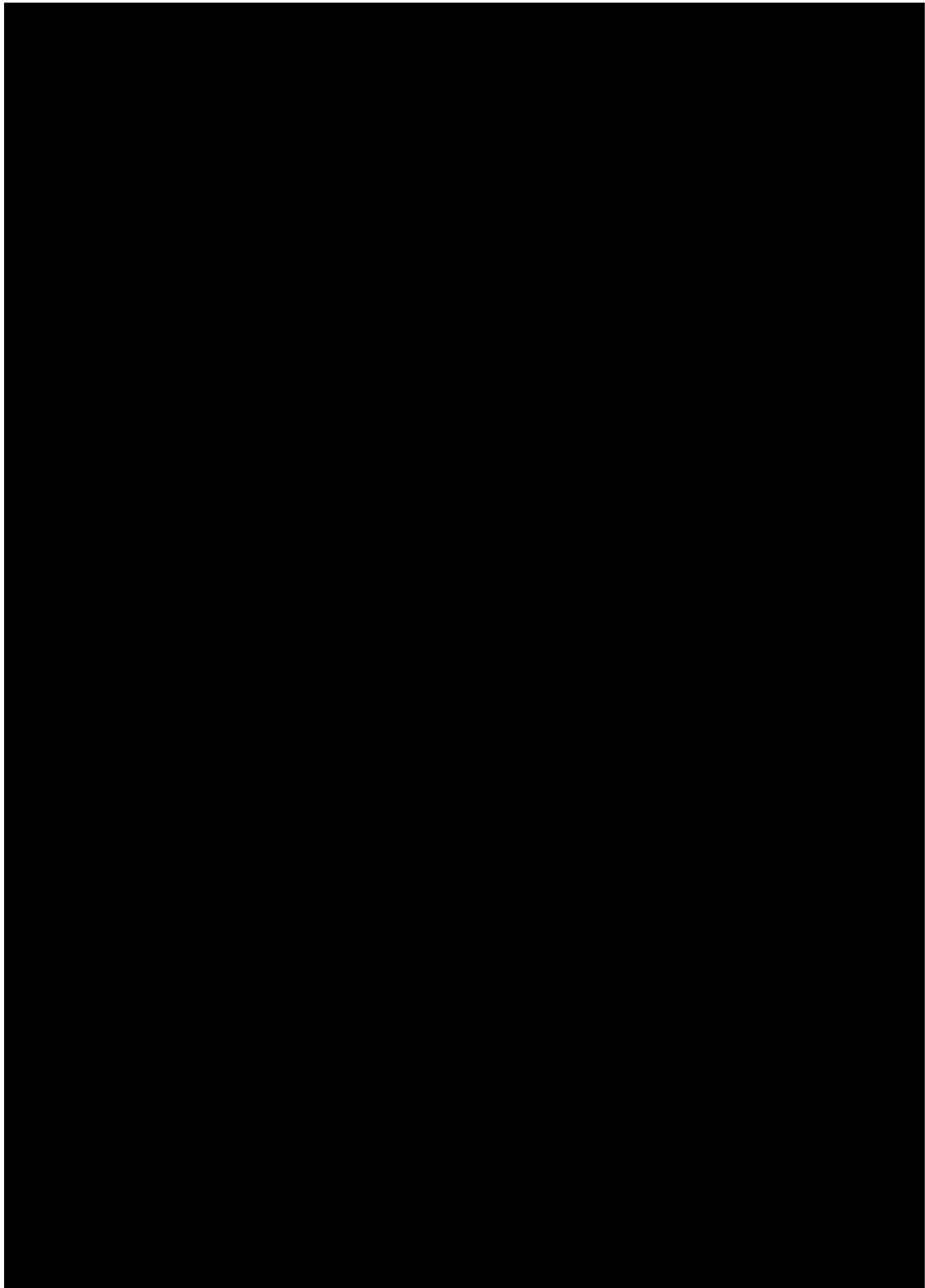




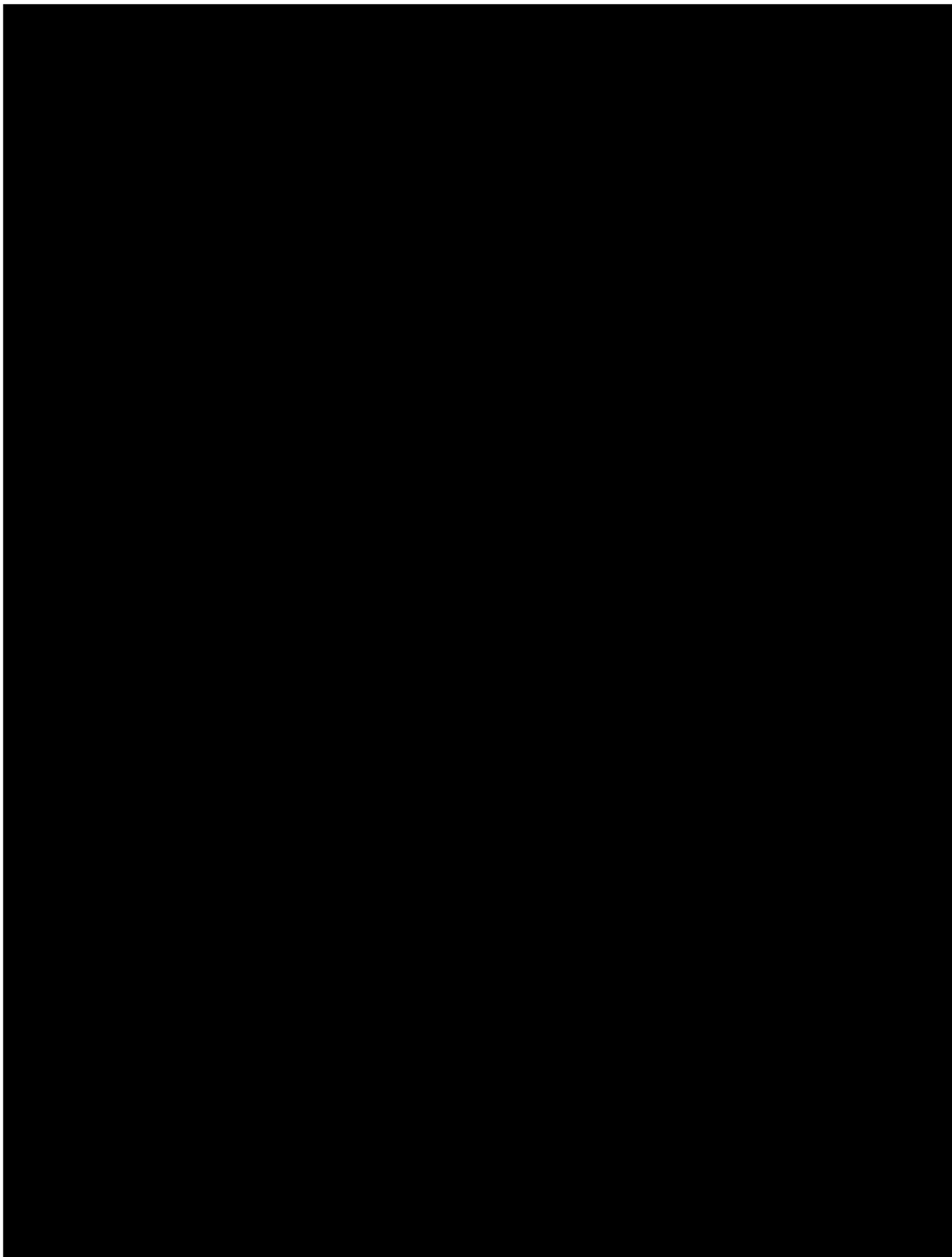


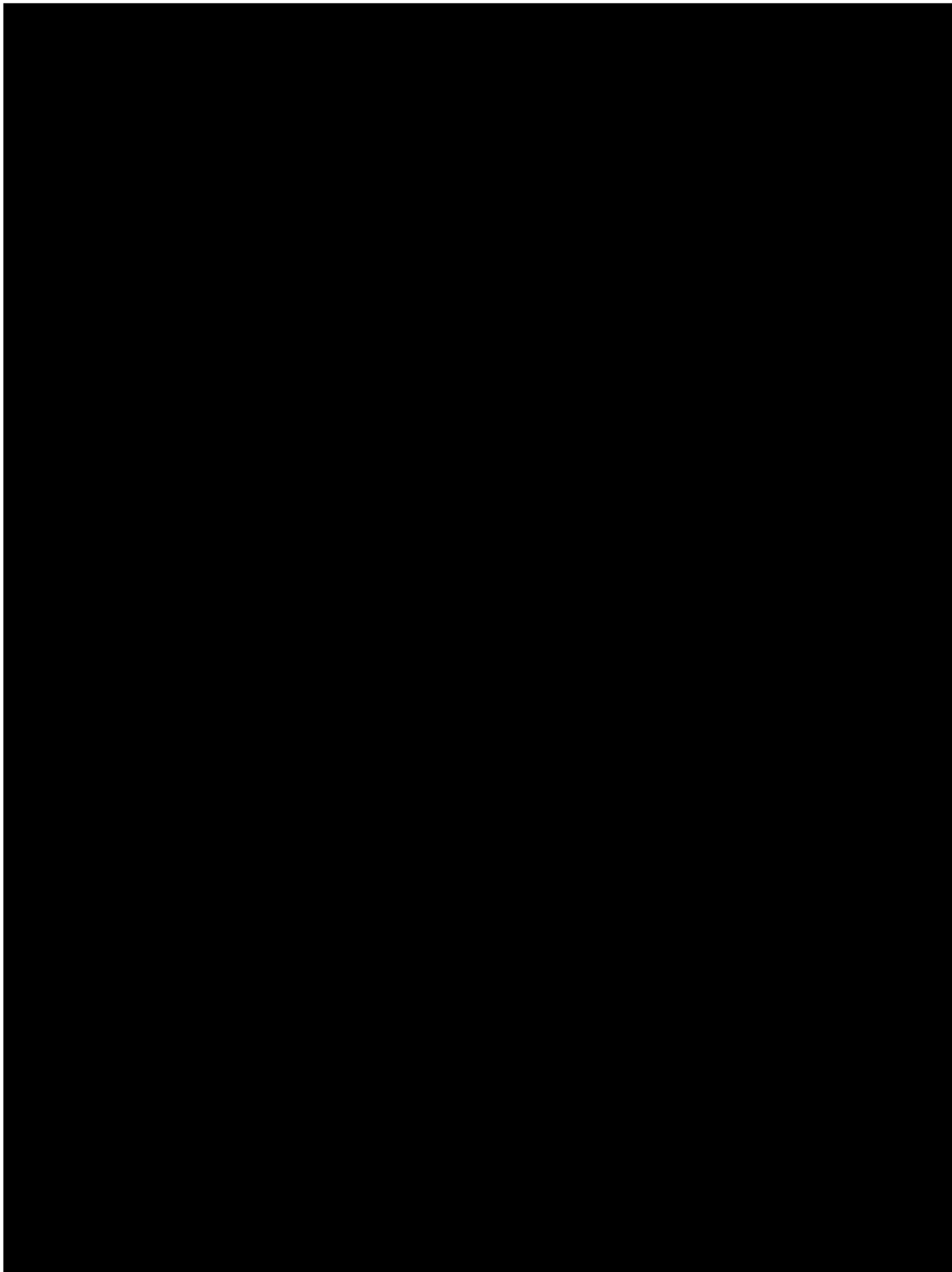


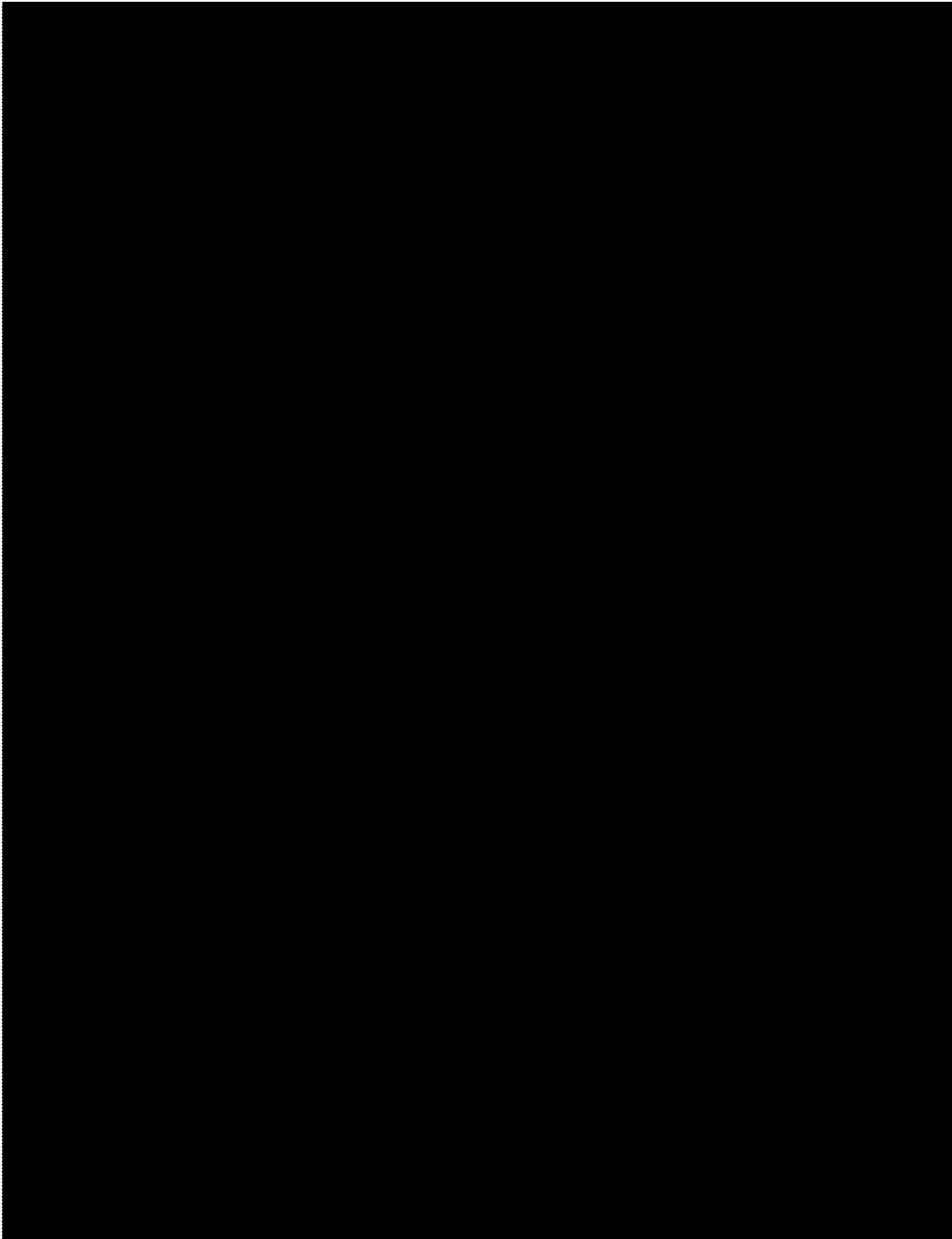


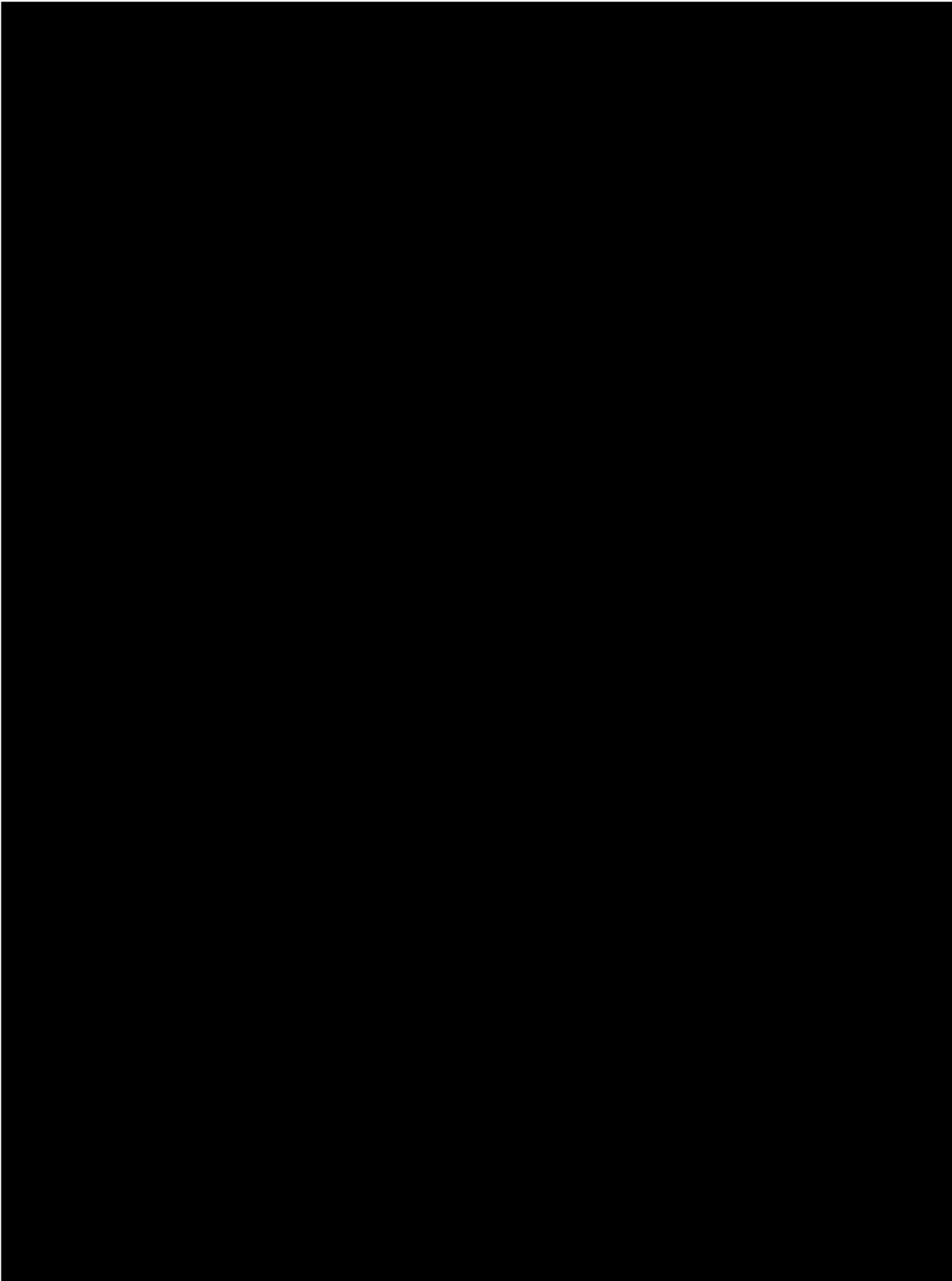


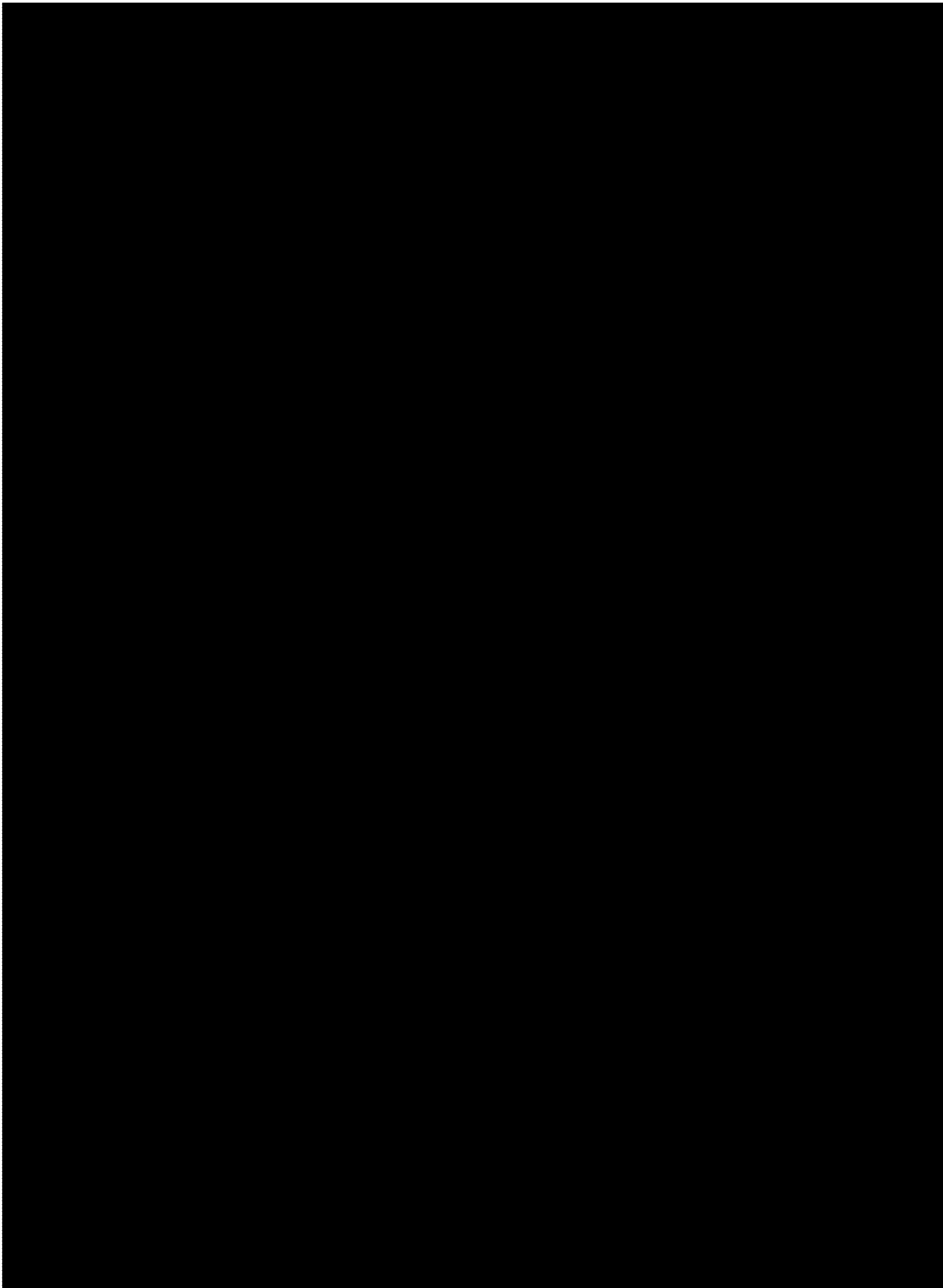


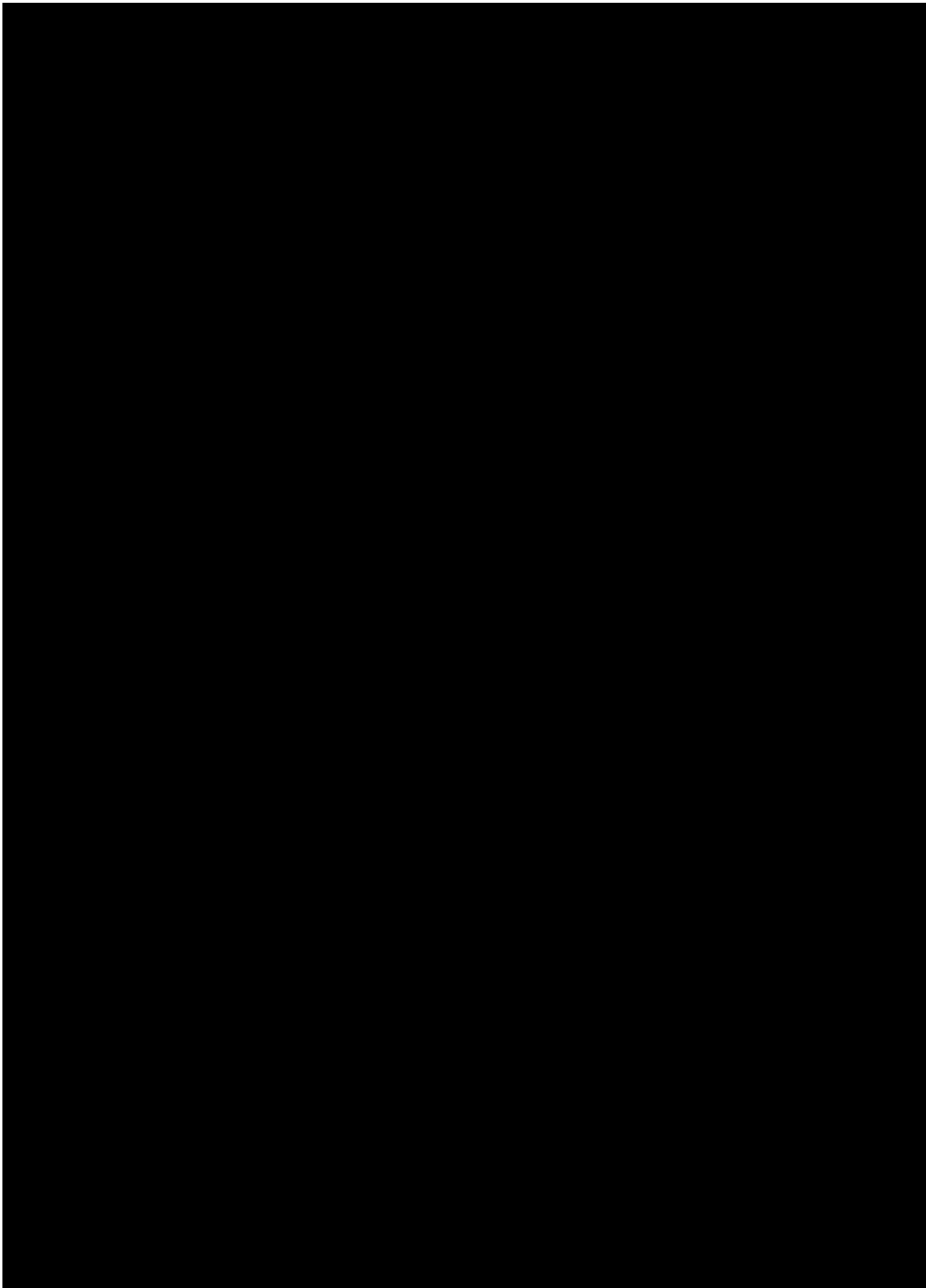


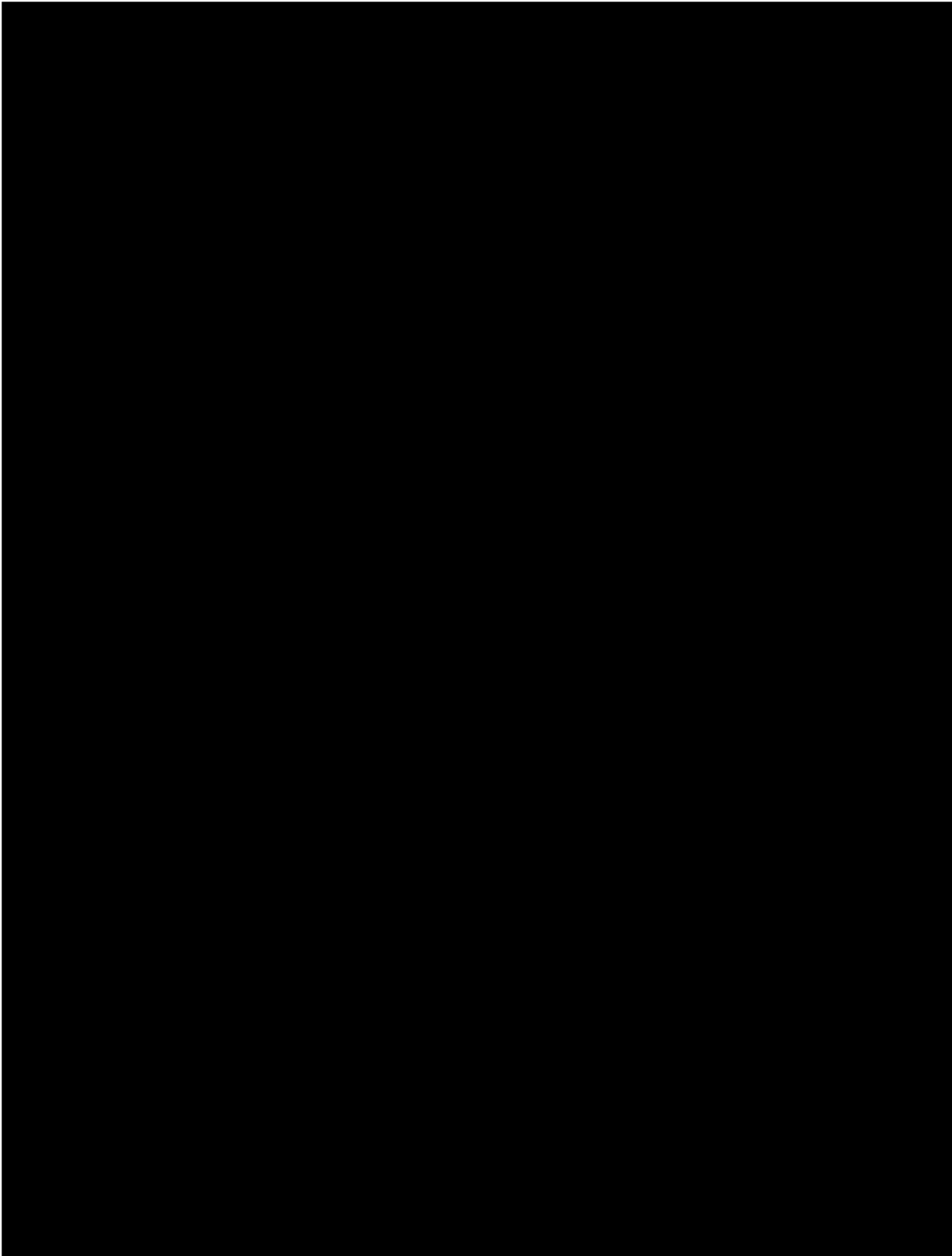


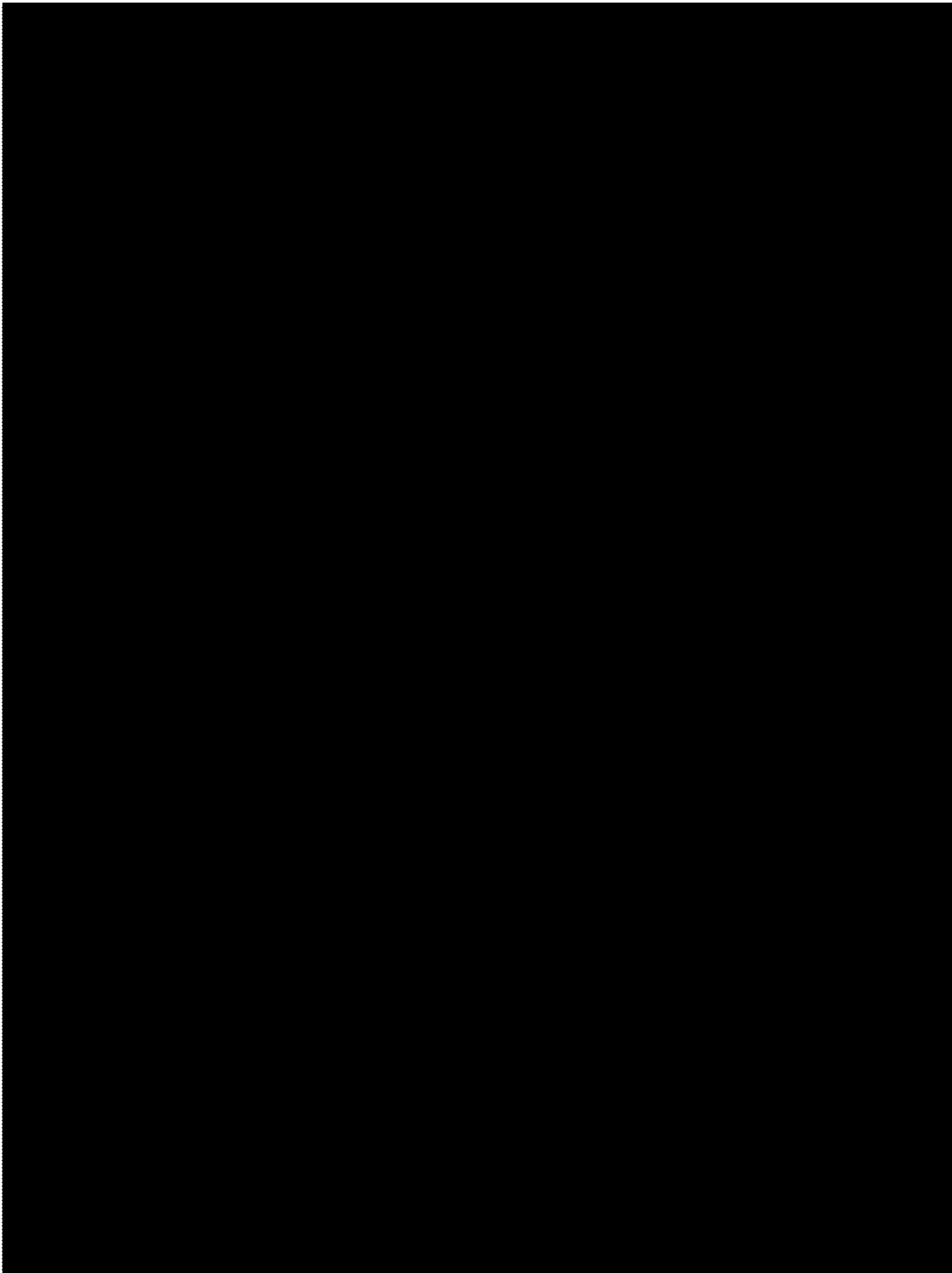




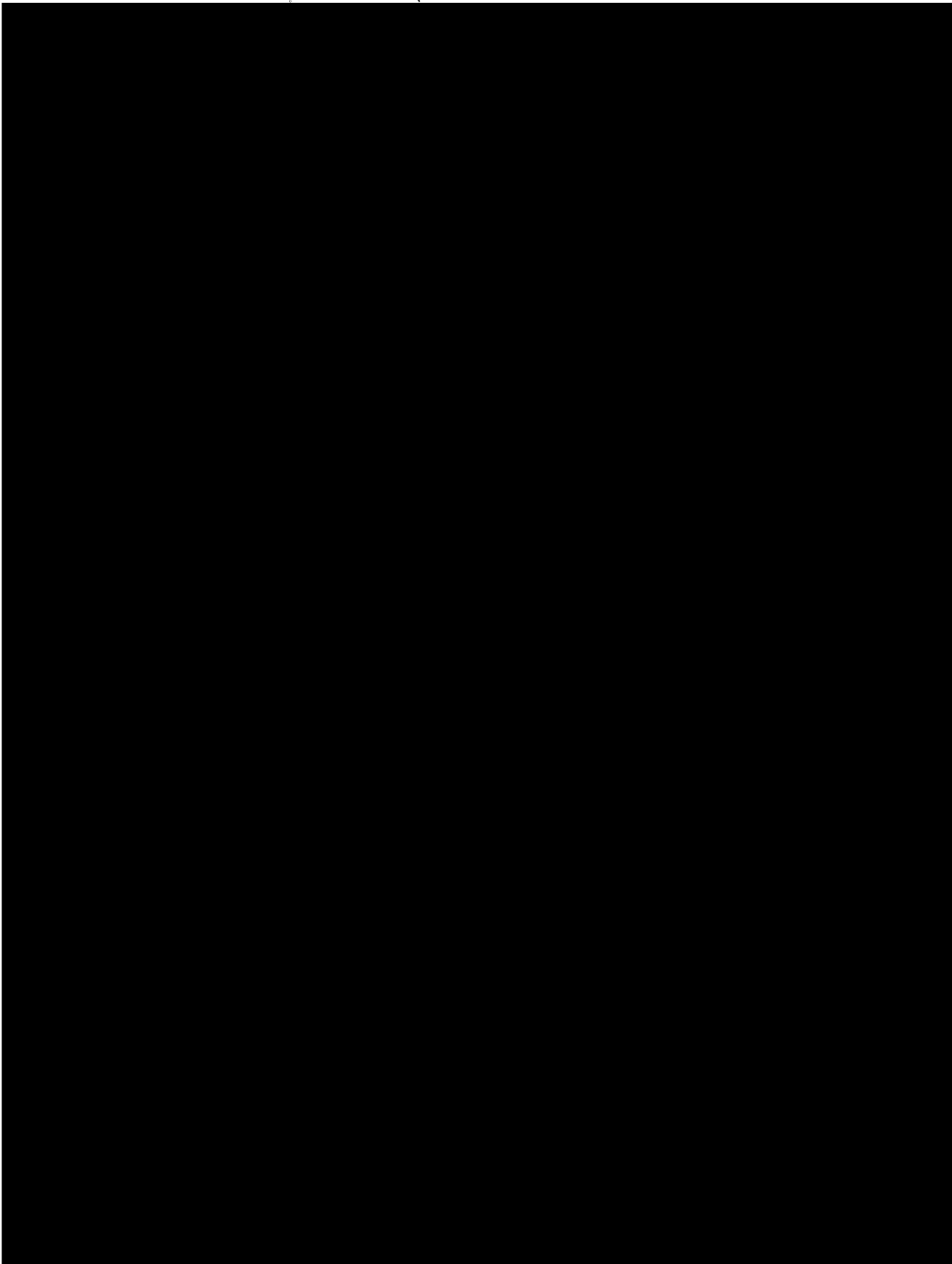


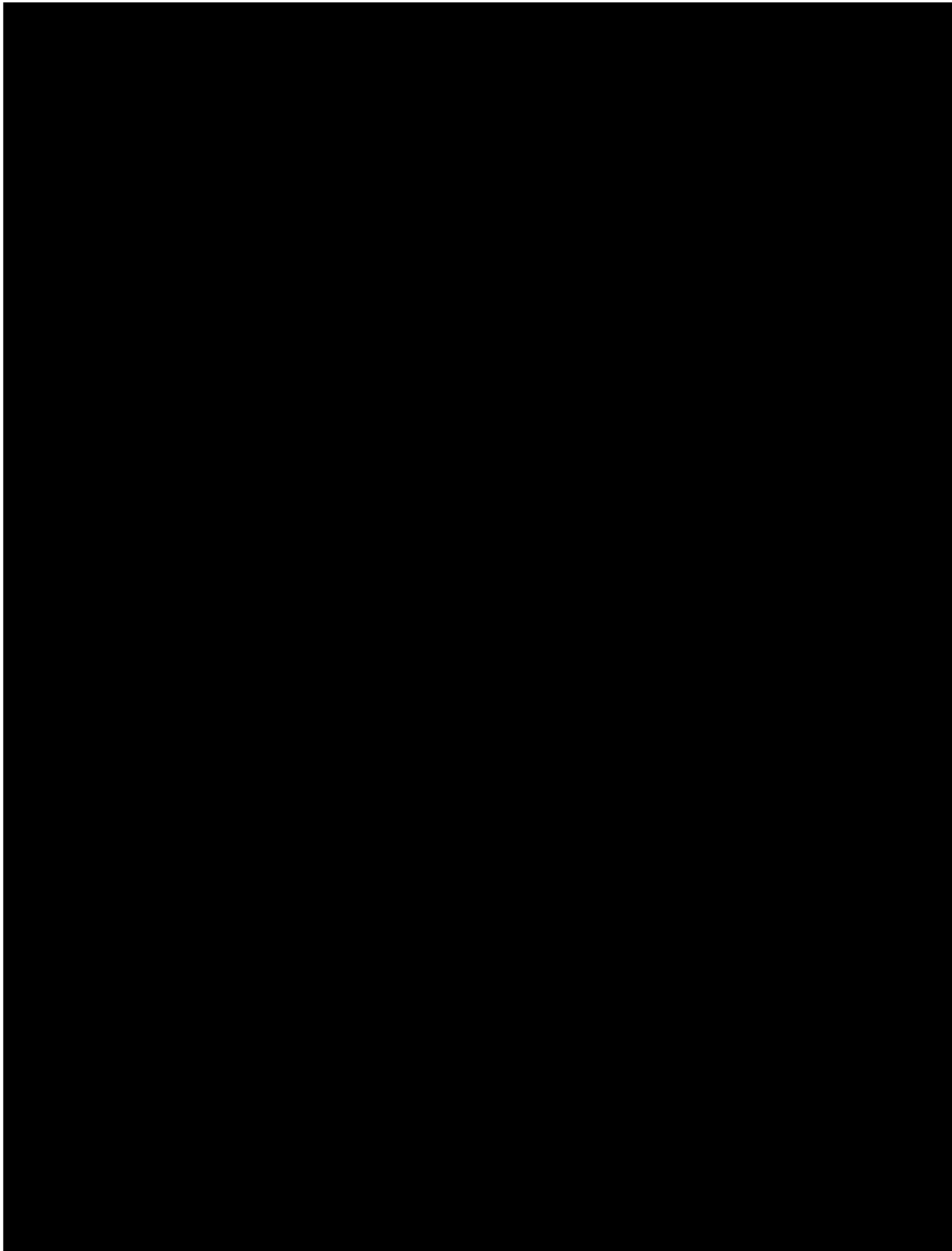


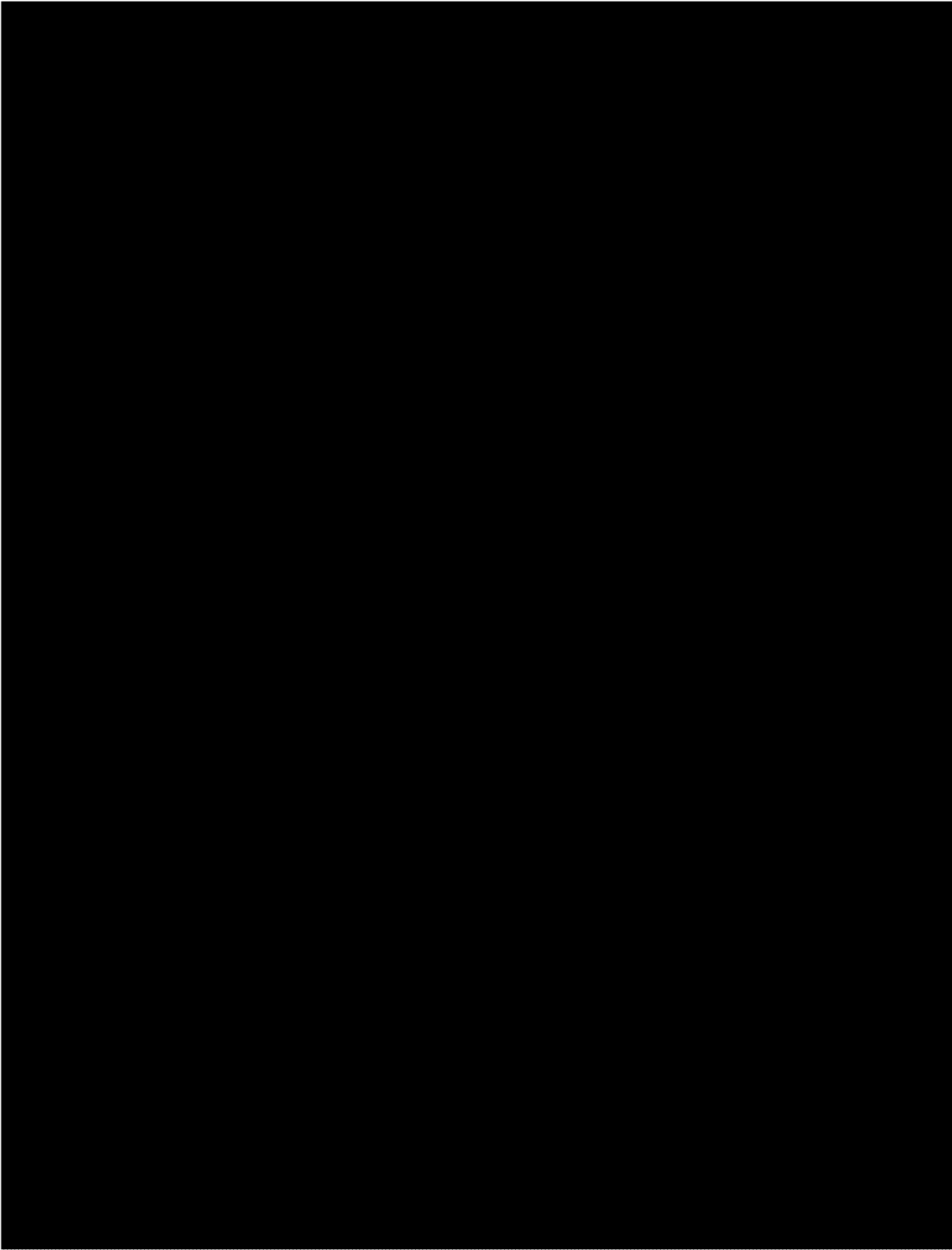


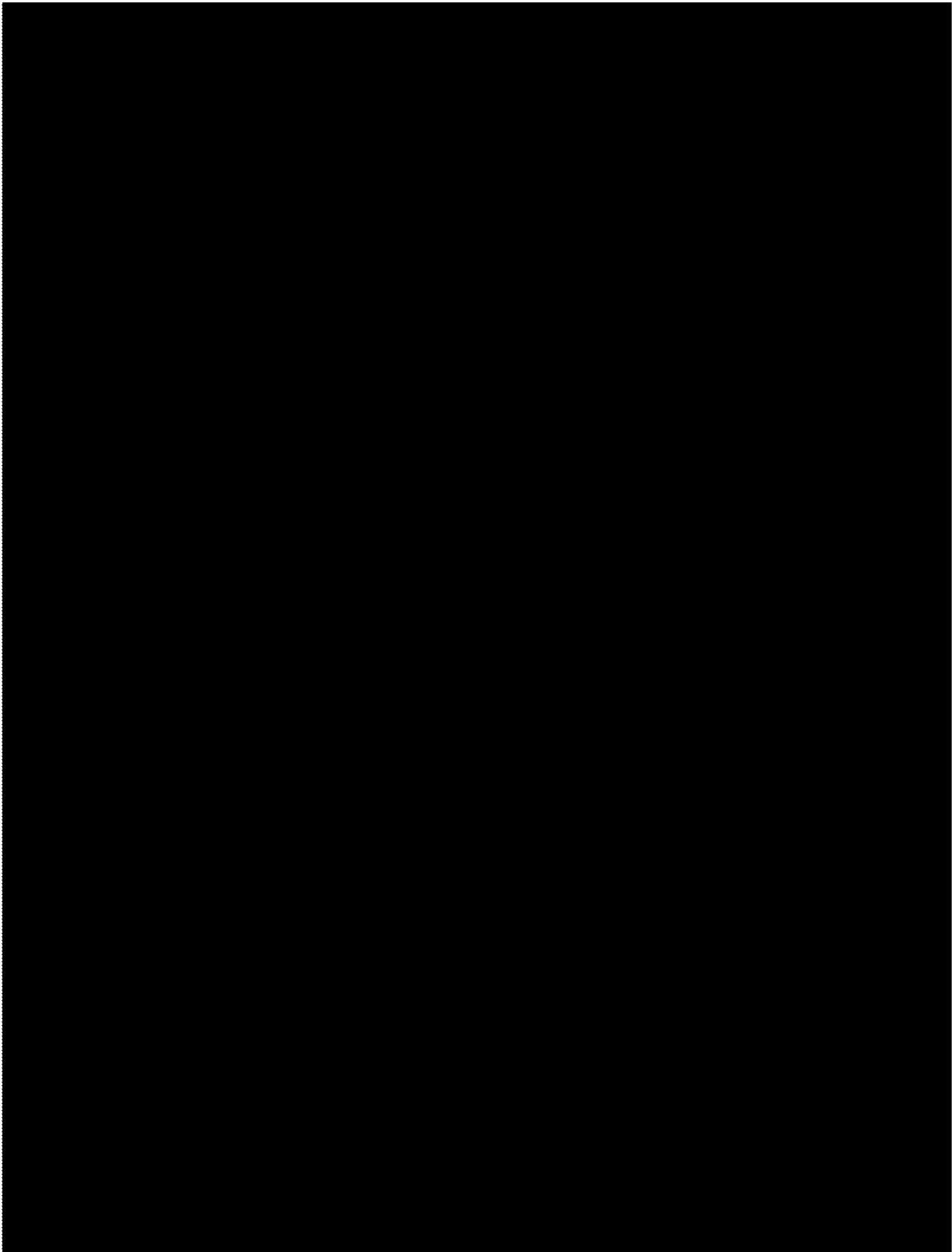


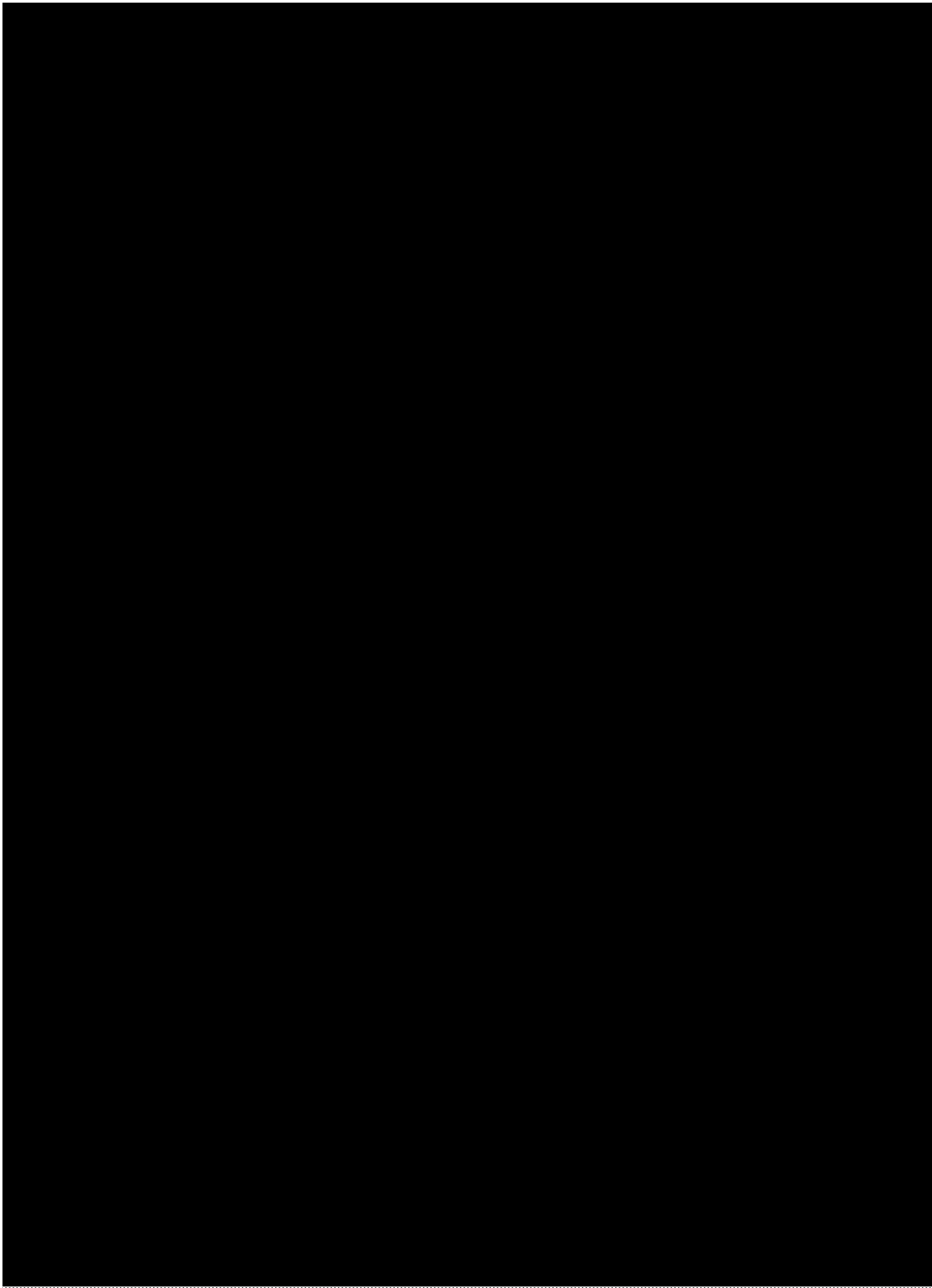


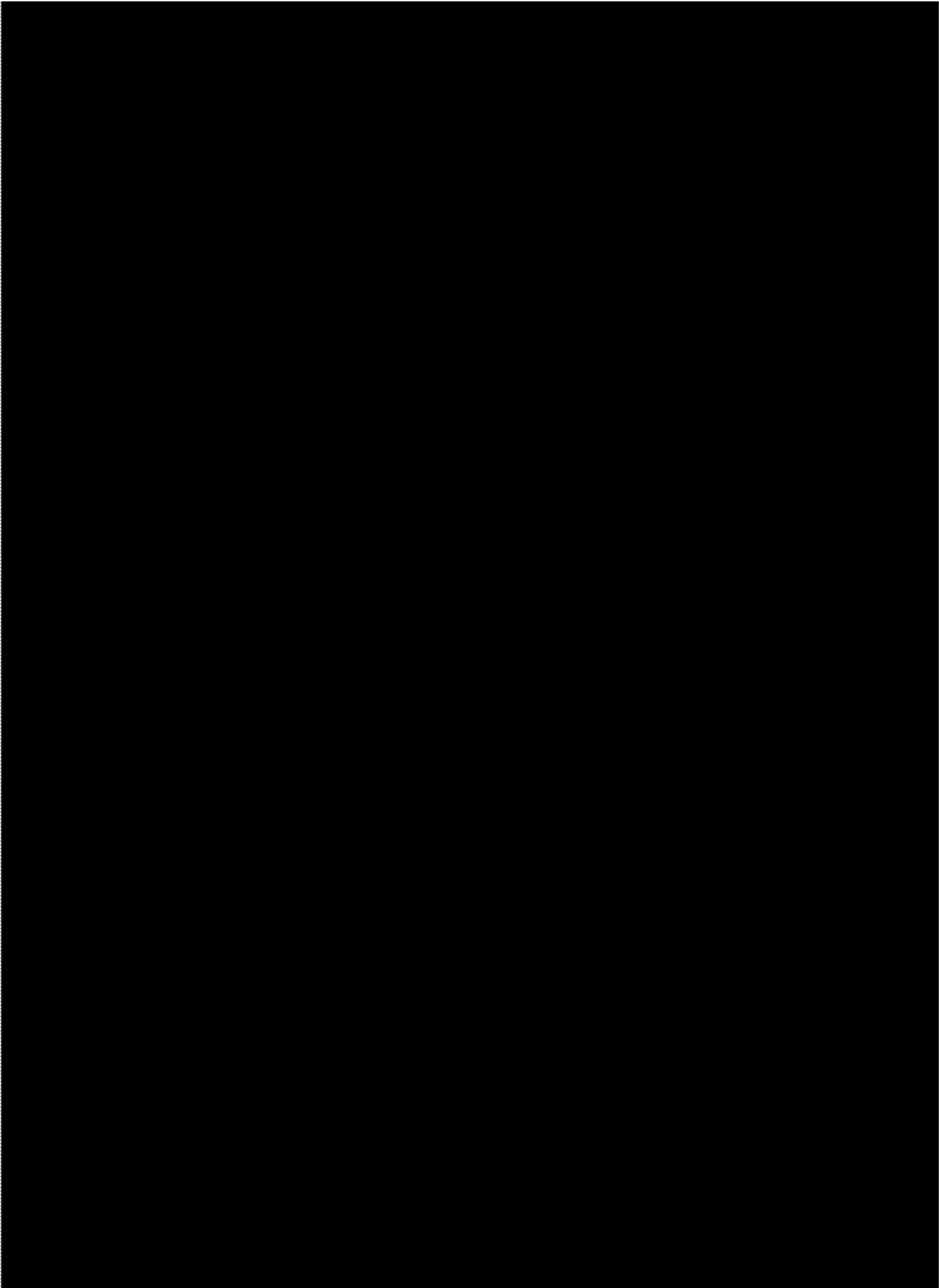


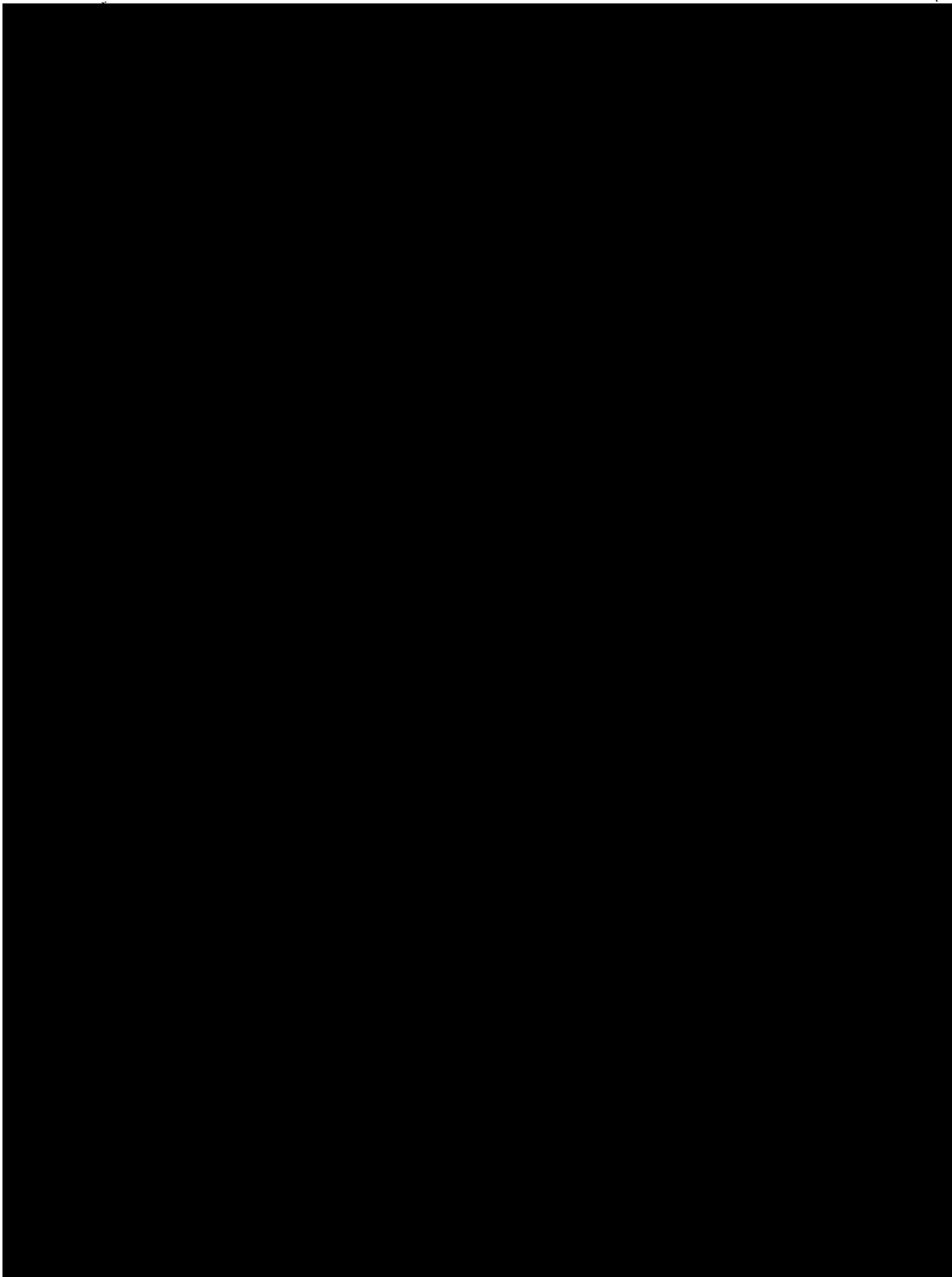


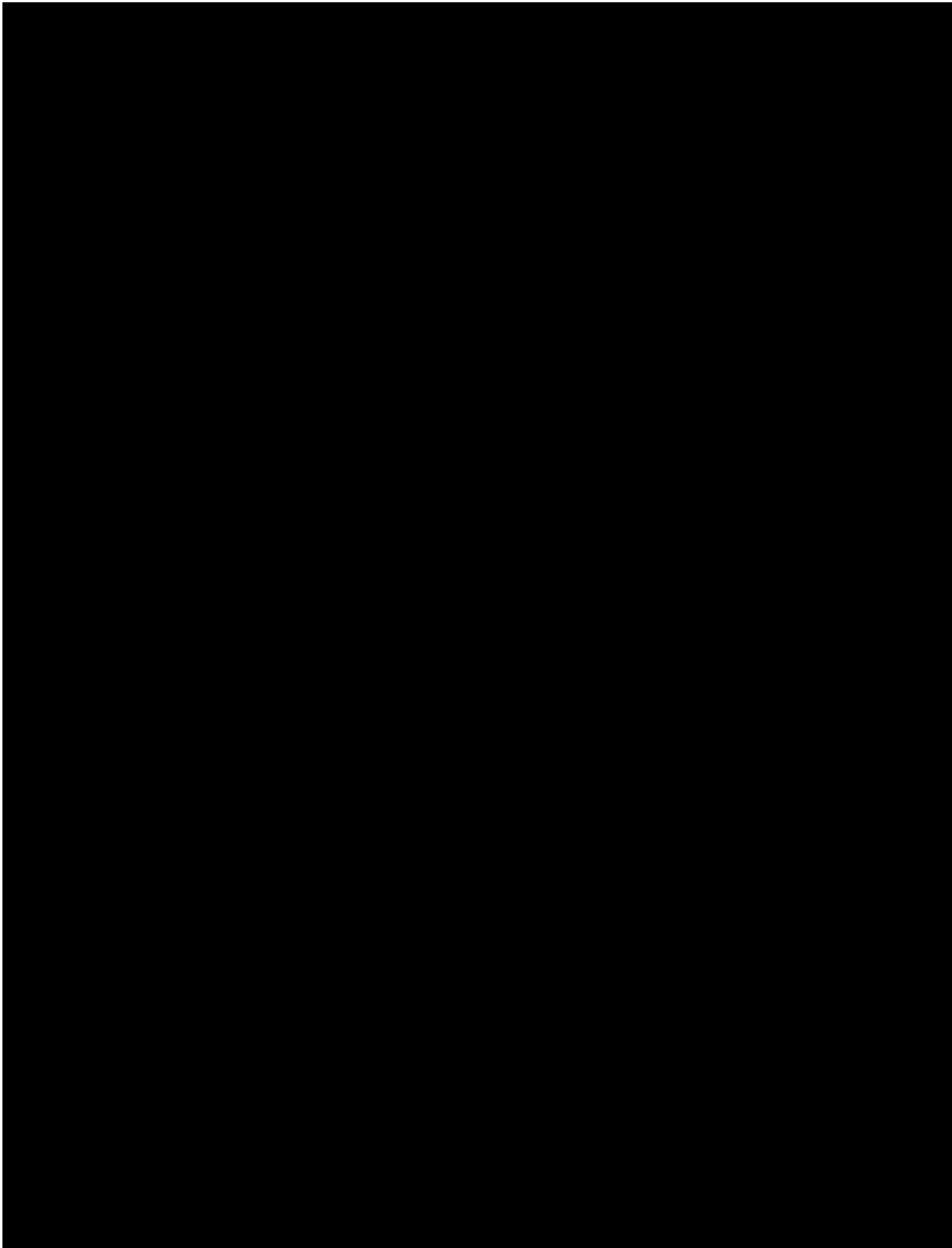




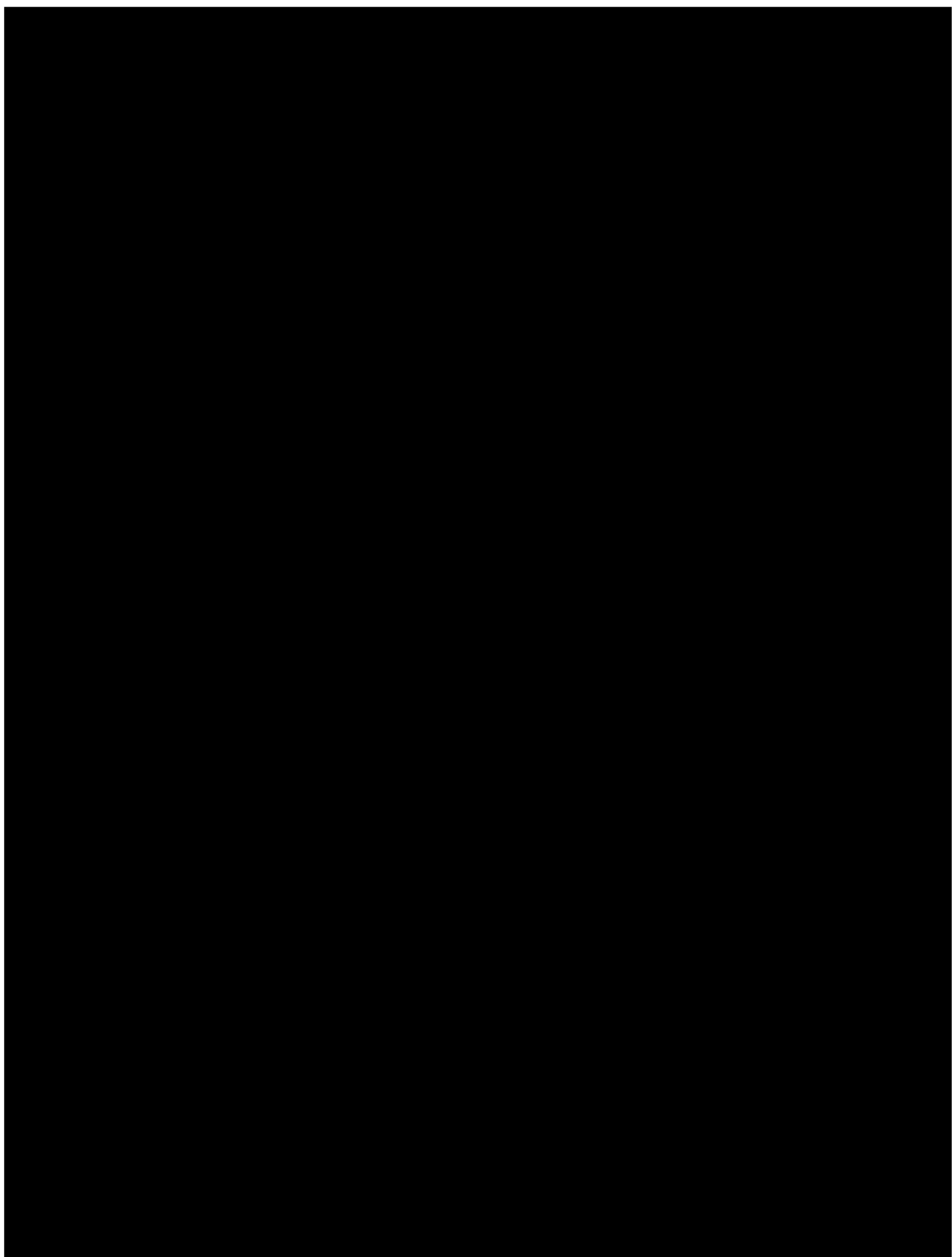


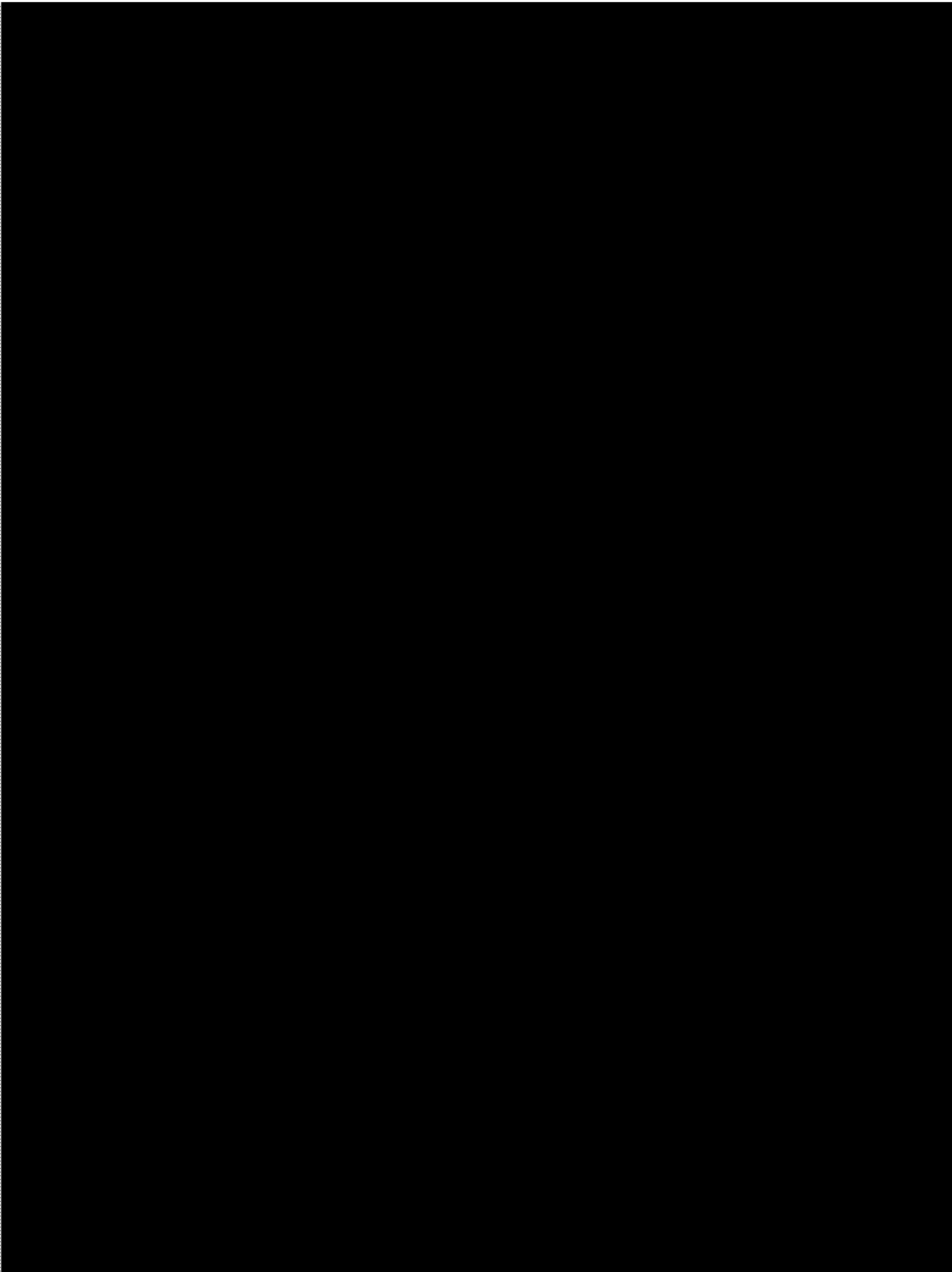


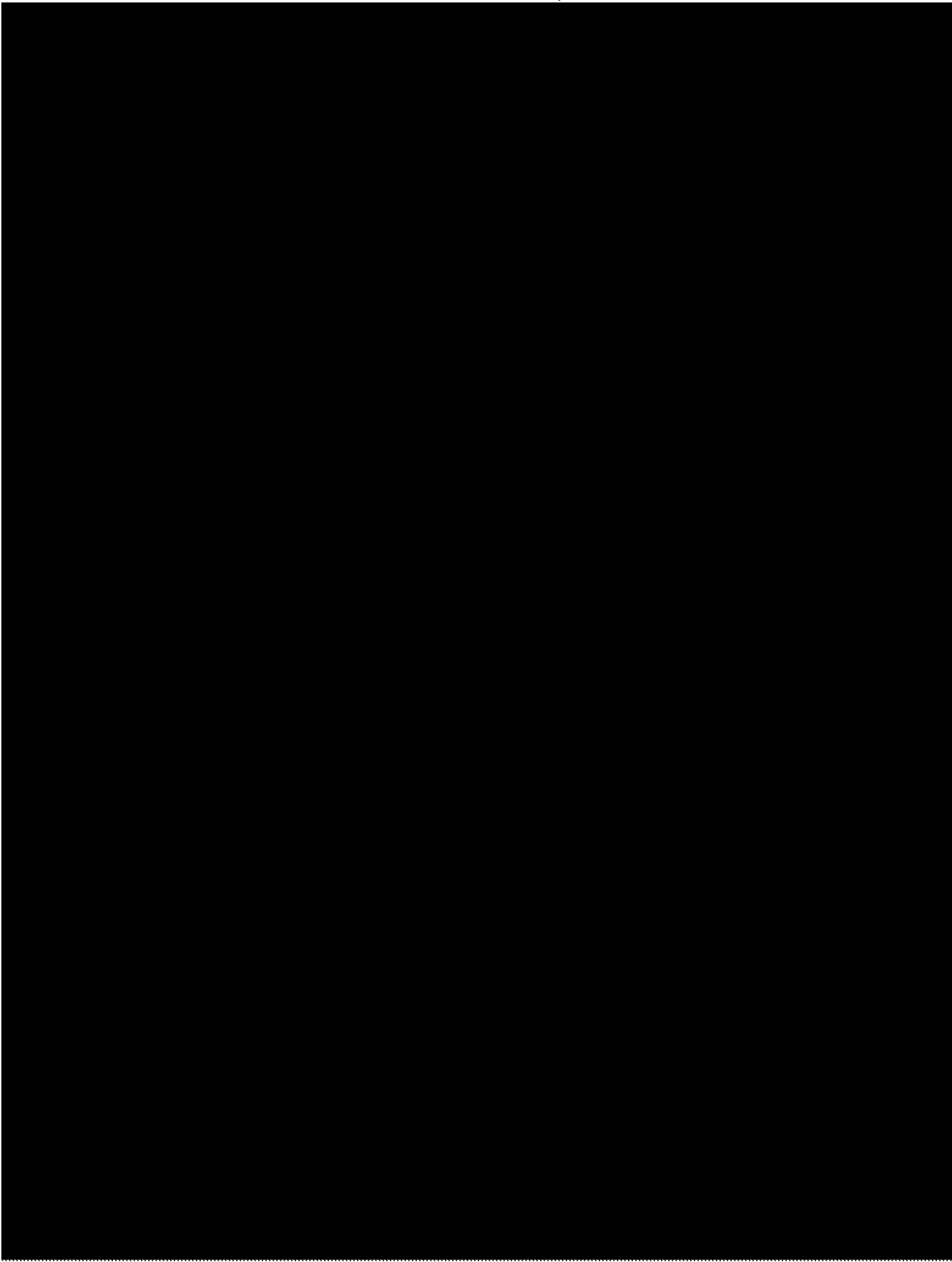


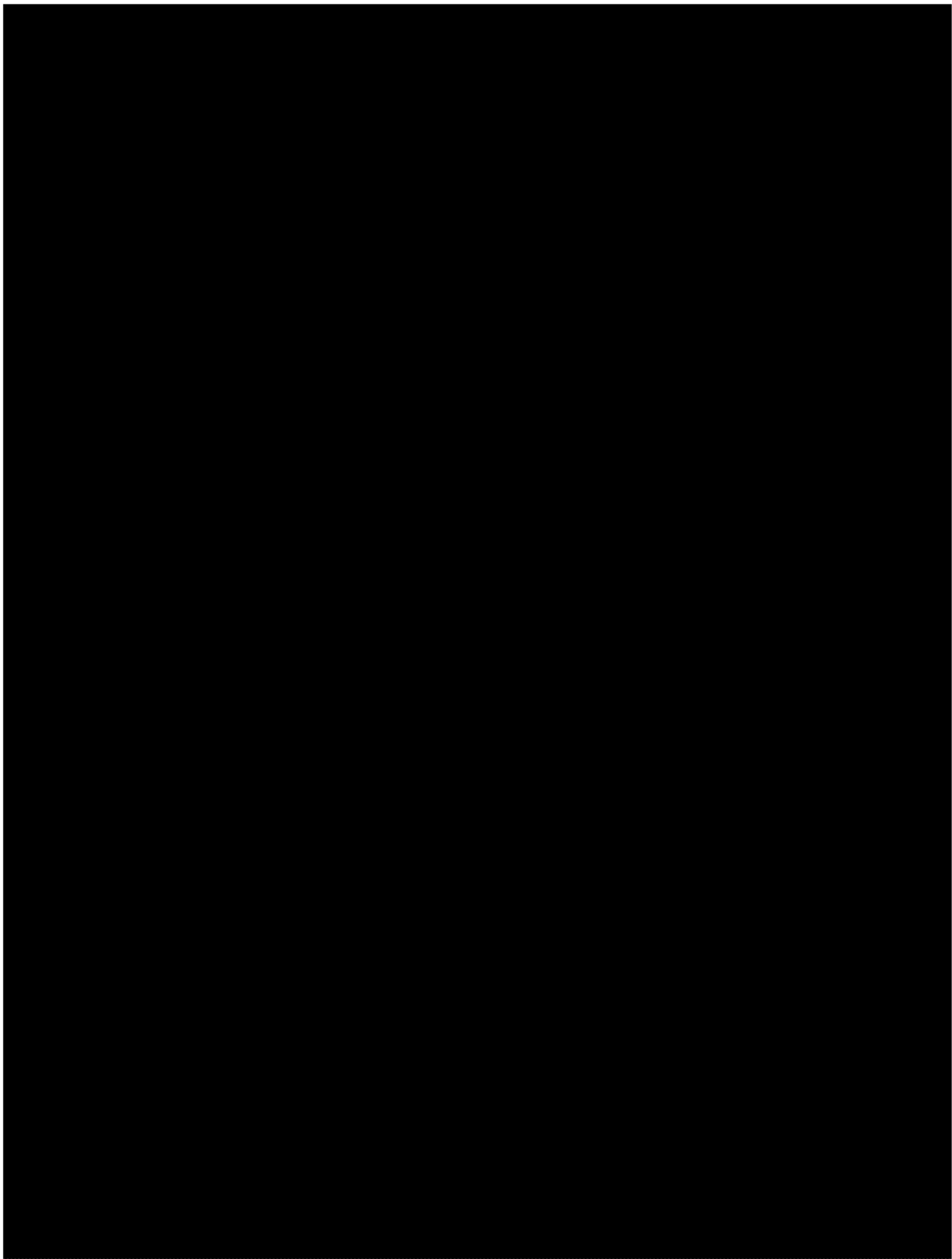


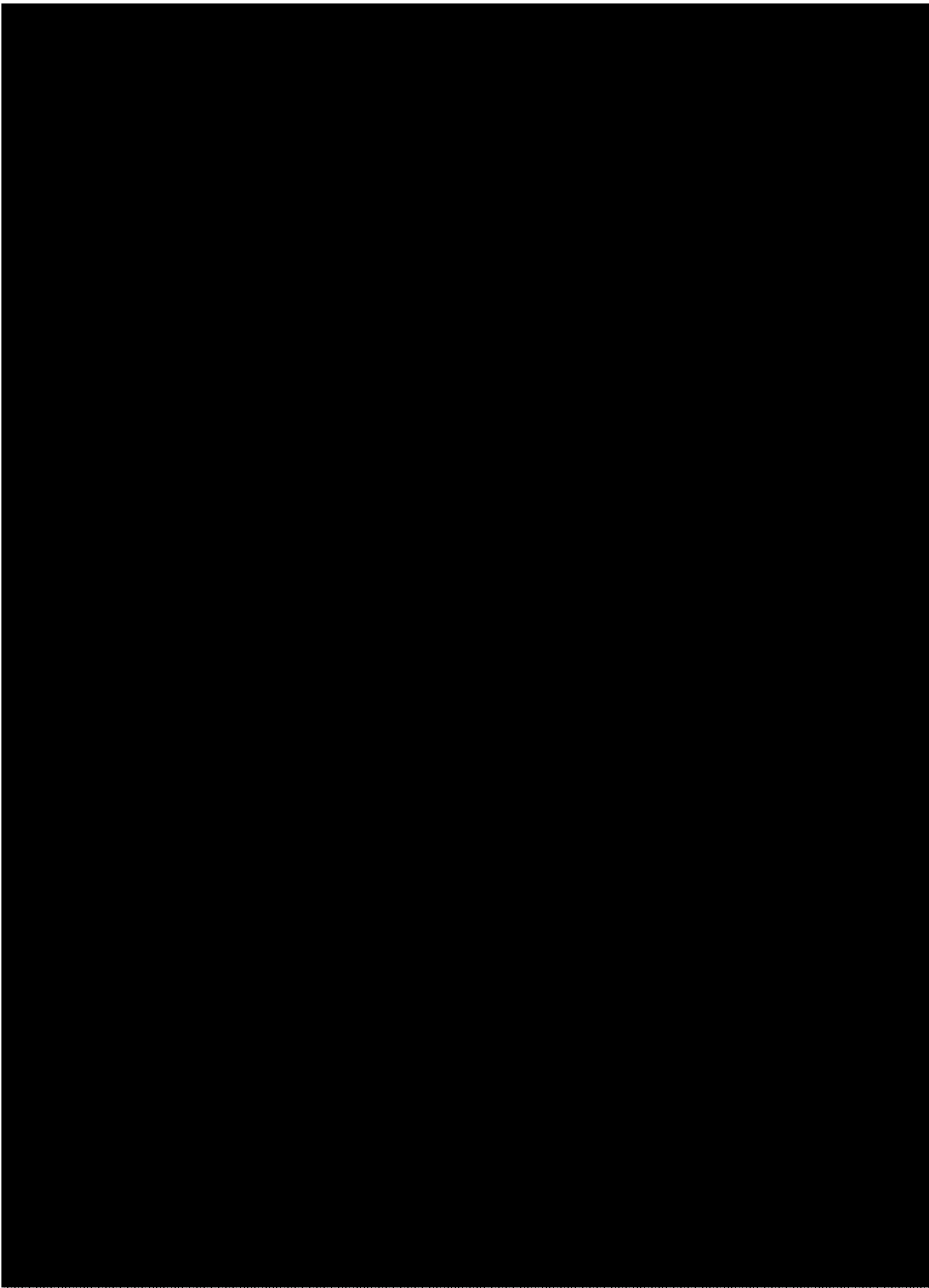


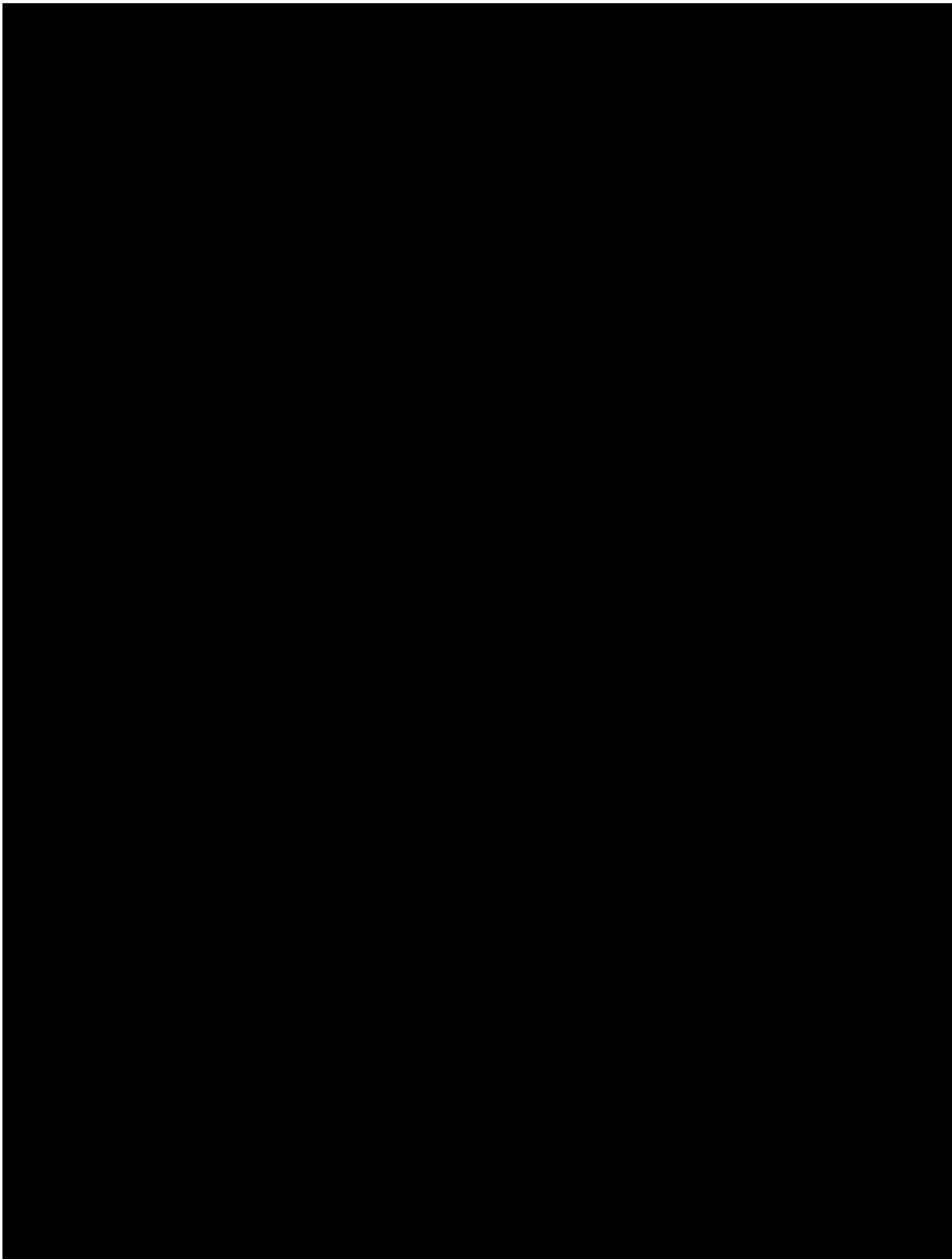


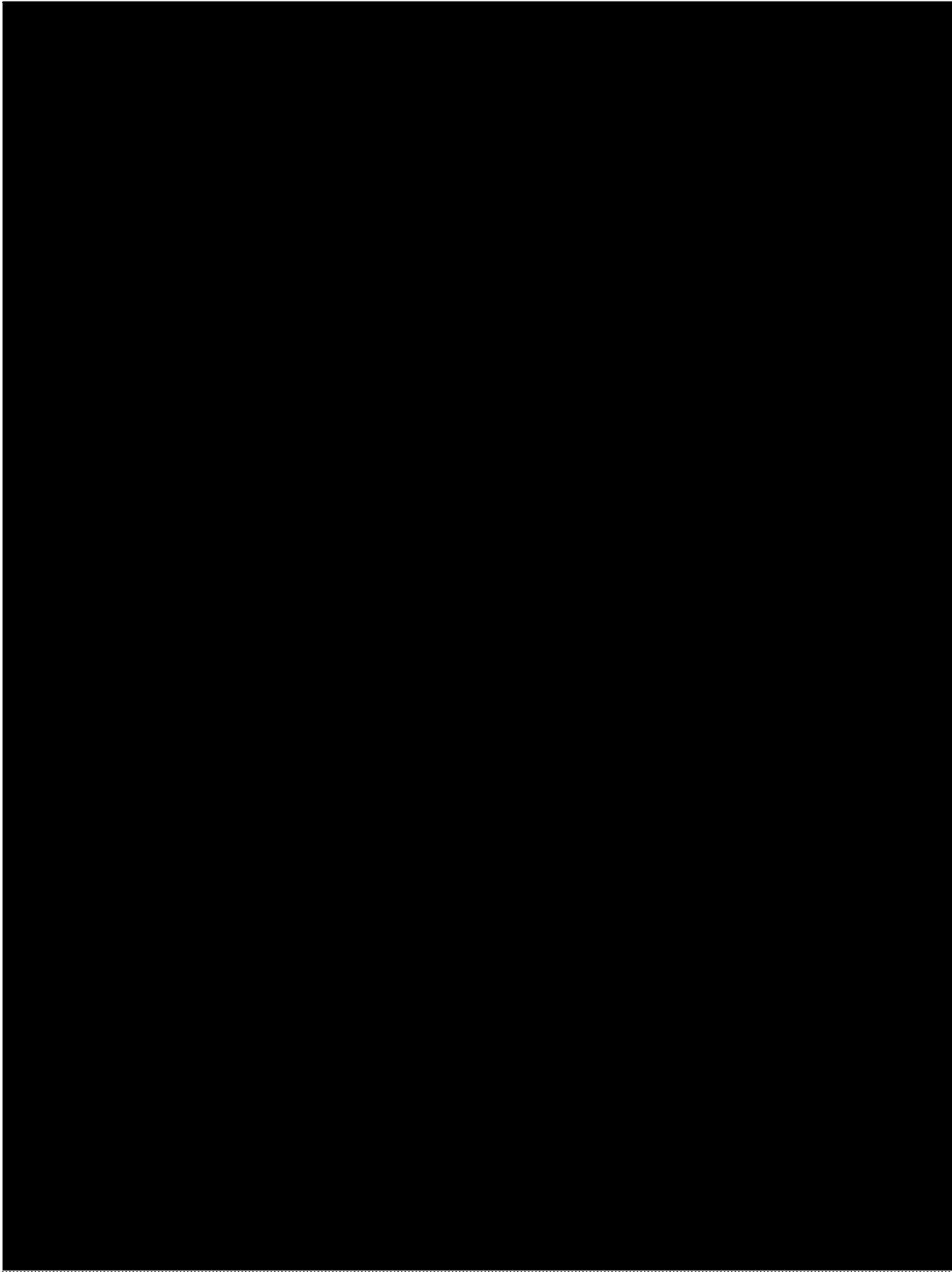


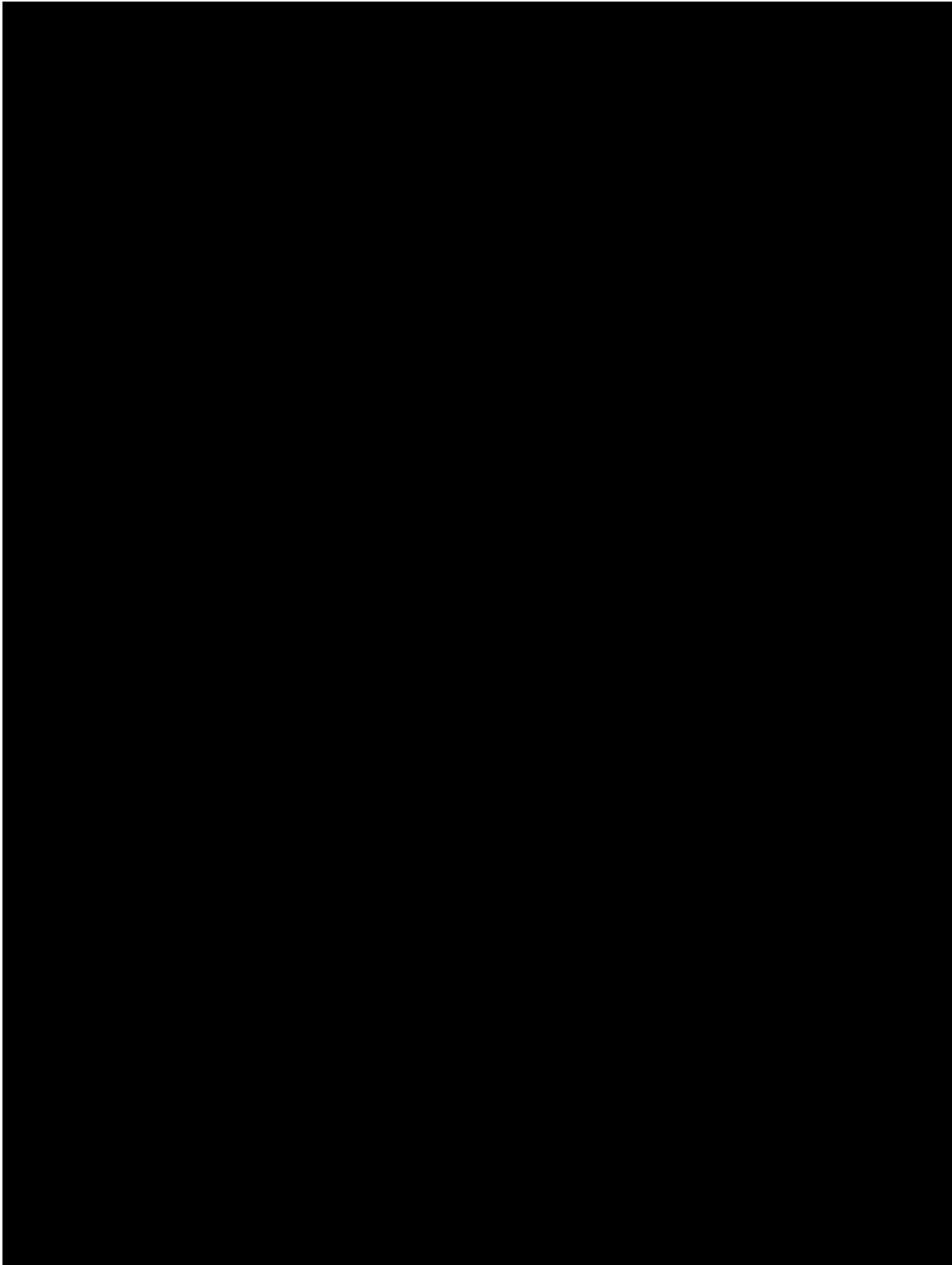




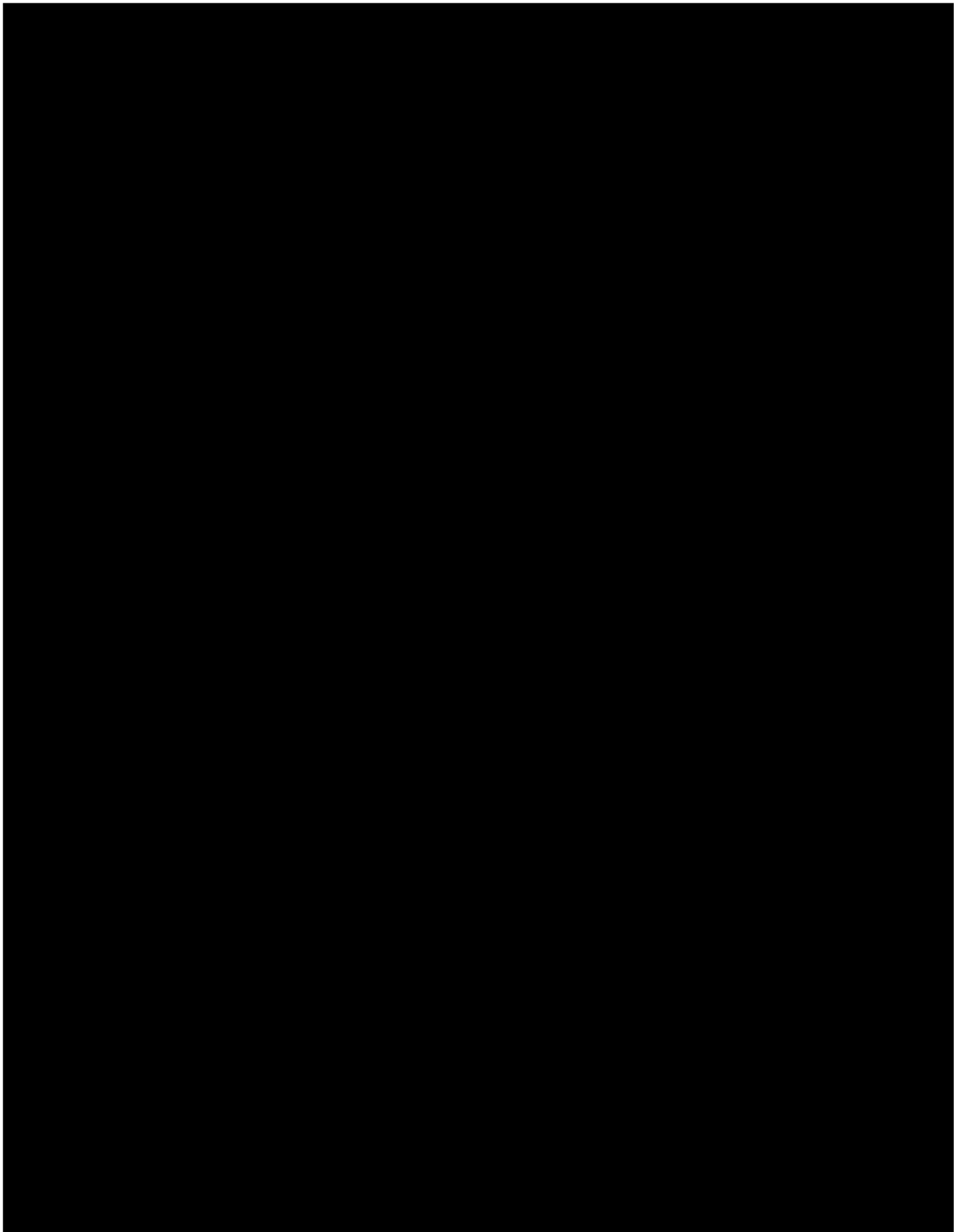


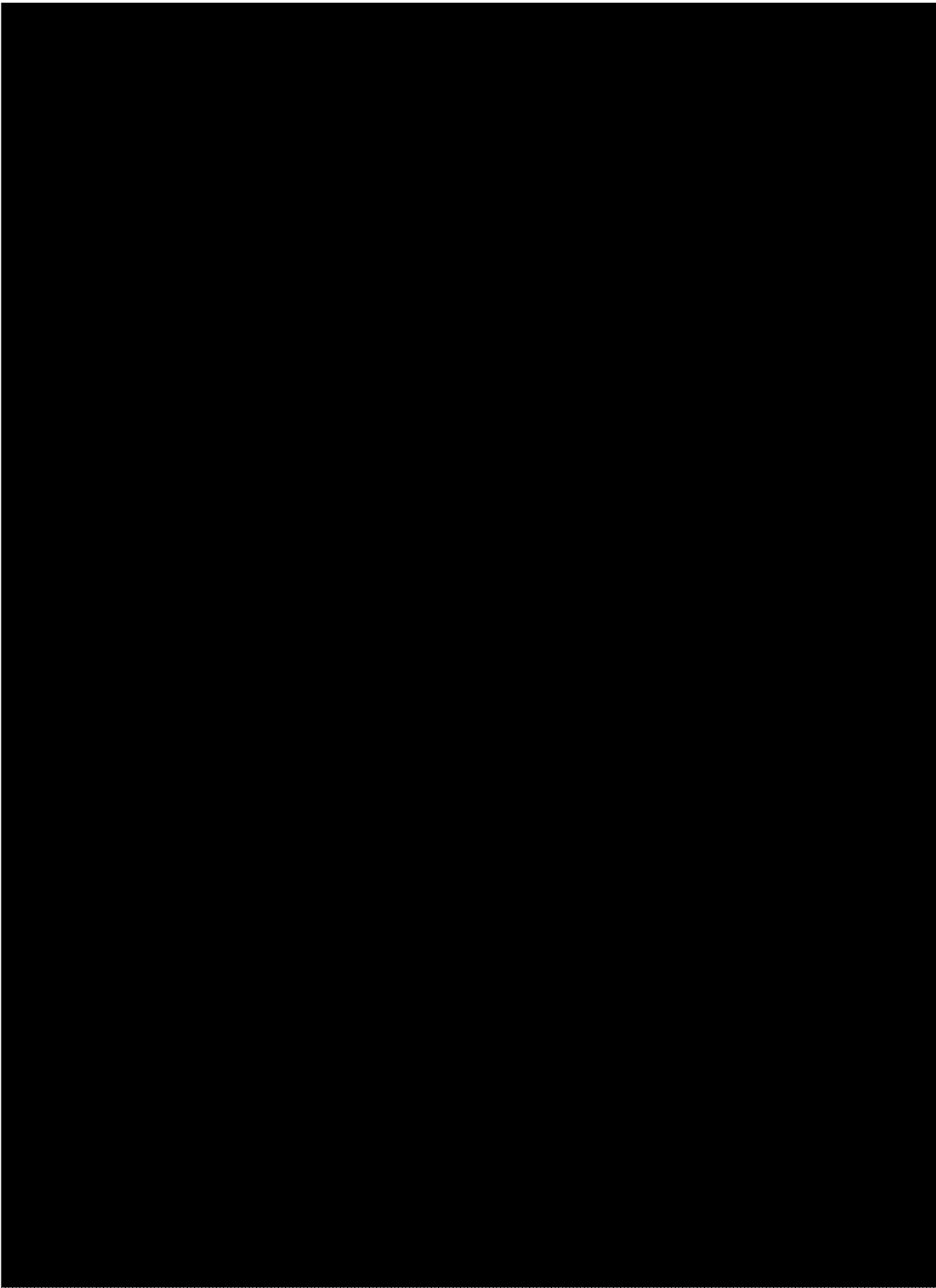


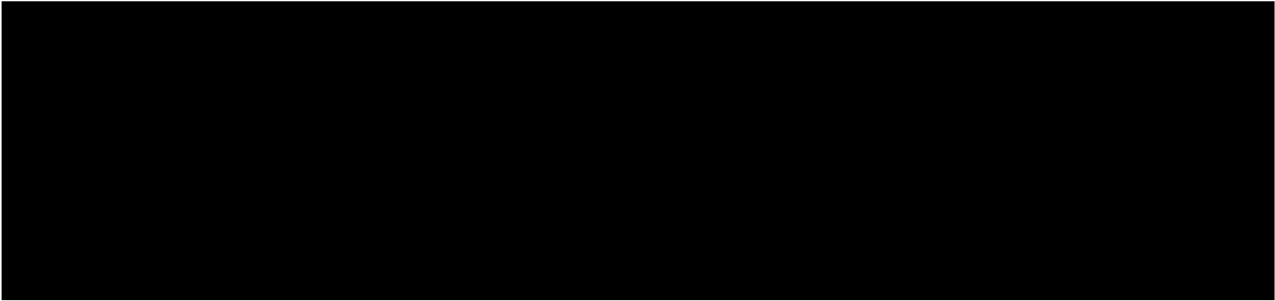












[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement as of the day and year first above written.

**ADC TELECOMMUNICATIONS, INC.**

By G. Hemmady  
Name: Gokul V. Hemmady  
Title: Vice President & Chief Financial Officer

**KRONE INTERNATIONAL HOLDING INC.**

By \_\_\_\_\_  
Name:  
Title:

**KRONE DIGITAL COMMUNICATIONS INC.**

By \_\_\_\_\_  
Name:  
Title:

**GENTEK HOLDING CORPORATION**

By \_\_\_\_\_  
Name:  
Title:

**GENTEK INC.**

By \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Share Purchase Agreement as of the day and year first above written.

**ADC TELECOMMUNICATIONS, INC.**

By \_\_\_\_\_  
Name:  
Title:

**KRONE INTERNATIONAL HOLDING INC.**

By Matthew R. Friel  
Name: MATTHEW R. FRIEL  
Title: AUTHORIZED PERSON

**KRONE DIGITAL COMMUNICATIONS INC.**

By Matthew R. Friel  
Name: MATTHEW R. FRIEL  
Title: AUTHORIZED PERSON

**GENTEK HOLDING CORPORATION**

By Matthew R. Friel  
Name: MATTHEW R. FRIEL  
Title: AUTHORIZED PERSON

**GENTEK INC.**

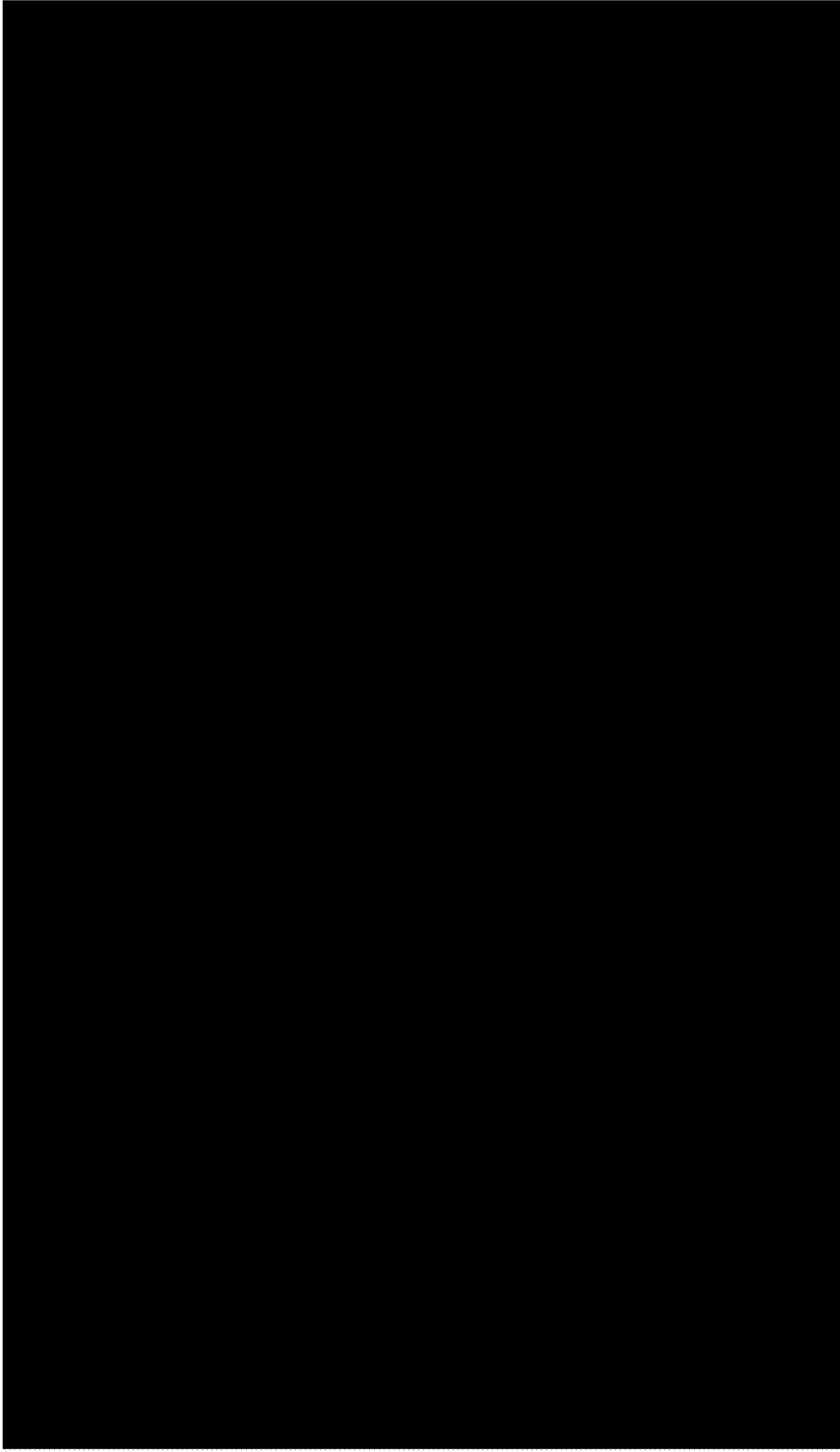
By Matthew R. Friel  
Name: MATTHEW R. FRIEL  
Title: VP & CFO

**Schedules to Share Purchase Agreement**

**Schedule 1.1(b)**

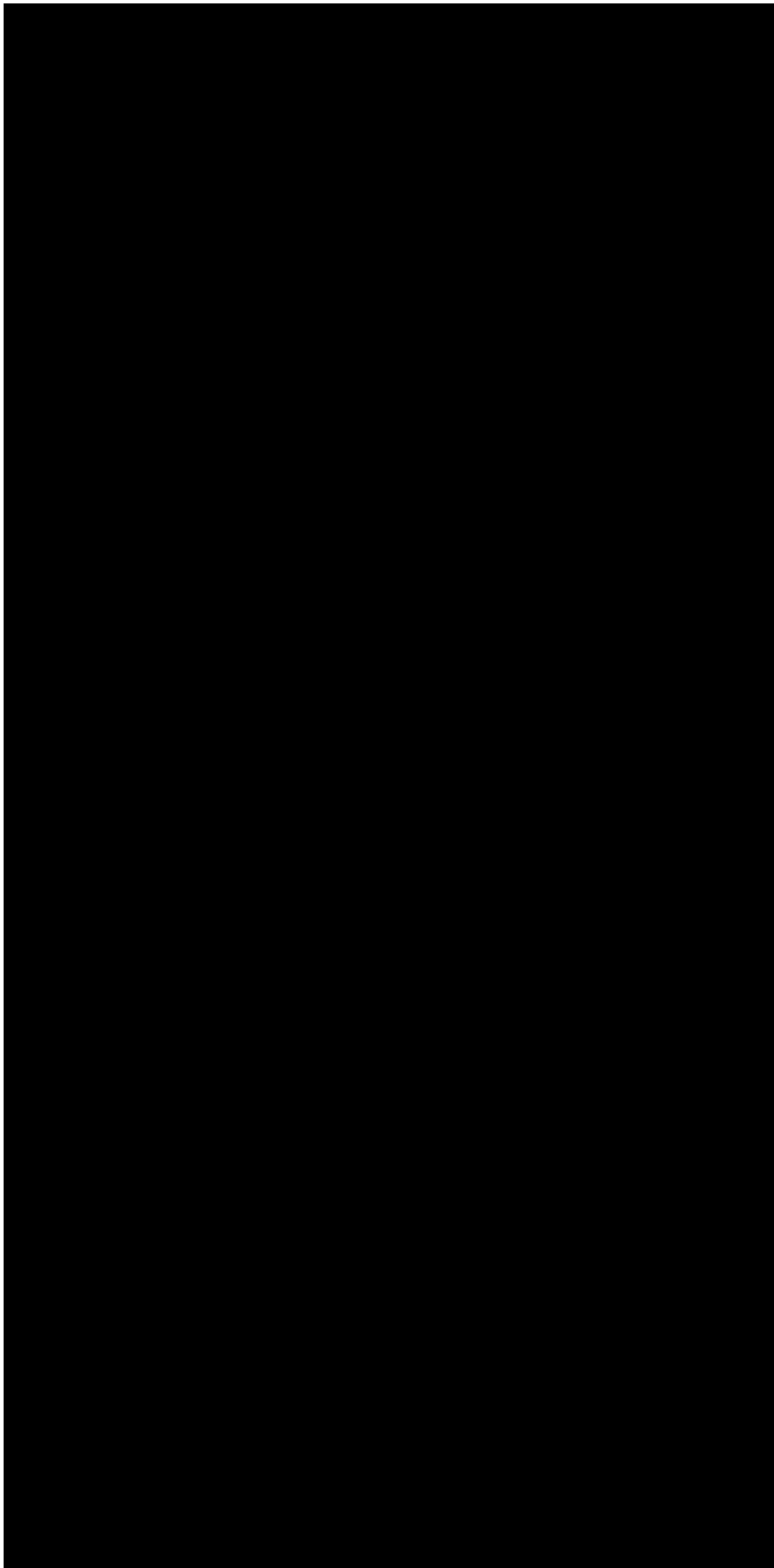
**Related IP**

See attached listing.



458864.01-New York Server SA - MSW





458864.01-New York Server SA - MSW

**Vigilant Networks LLC (65807)**

Patent Report by Invention  
 Status: ACTIVE  
 Printed: 03/19/2004 Page 1

COUNTRY	REFERENCE#	TYP	FILED	SERIAL#	ISSUED	PATENT	STATUS
<b>SYSTEM AND METHOD TO DETERMINE DATA THROUGHPUT IN A COMMUNICATION NETWORK</b>							
EUROPEAN	65807-0061	CEQ	10/06/2000	00968870.6			PUBLISHED
MEXICO	65807-0062	CEQ	10/06/2000	PA/A02/003506			PENDING
UNITED STATES	65807-0006	FCA	10/06/2000	09/684,453	01/06/2004	6,675,328	ISSUED
<b>METHOD AND SYSTEM FOR PERFORMING TIME DOMAIN REFLECTOMETRY CONTEMPORANEOUSLY WITH RECURRENT TRANSMISSIONS ON COMPUTER NETWORK</b>							
EUROPEAN	65807-0063	CEQ	10/03/2000	00967277.5			PUBLISHED
MEXICO	65807-0064	CEQ	10/03/2000	2002/003403			PENDING
UNITED STATES	65807-0009	FCA	11/15/1999	09/440,293	12/02/2003	6,657,437	ISSUED
<b>METHOD AND SYSTEM FOR COMPUTER NETWORK LINK WITH UNDEFINED TERMINATION CONDITION</b>							
UNITED STATES	65807-0018	CON	09/22/1999	09/401,674	11/27/2001	6,324,168	ISSUED
UNITED STATES	65807-0019	CON	10/26/1999	09/426,505	05/28/2002	6,397,159	ISSUED
UNITED STATES	65807-0054	CON	05/31/2001	09/871,053			PUBLISHED
<b>PACKET NETWORK MONITORING DEVICE</b>							
EUROPEAN	65807-0028	CEQ	01/28/1997	97904093.8			PENDING
UNITED STATES	65807-0001	FCA	03/18/1996	08/619,934			PENDING
UNITED STATES	65807-0002	CON	10/28/1999	09/429,458			PENDING
UNITED STATES	65807-0065	CON					MAILED
<b>METHOD AND SYSTEM FOR CHARACTERIZING TERMINATIONS IN A LOCAL AREA NETWORK</b>							
EUROPEAN	65807-0035	CEQ	07/09/1997	97933511.4			PUBLISHED
UNITED STATES	65807-0017	FCA	07/09/1997	08/890,486	01/18/2000	6,016,464	ISSUED
UNITED STATES	65807-0012	CON	09/22/1999	09/401,671	10/24/2000	6,138,080	ISSUED
<b>COMPUTER NETWORK CROSS-CONNECT PANEL PROVIDING PHYSICAL LAYER MONITORING AND METHOD THEREFOR</b>							
EUROPEAN	65807-0040	CEQ	10/28/1997	97946849.3			PENDING
UNITED STATES	65807-0021	FCA	10/28/1997	08/995,041	03/12/2002	6,356,532	ISSUED
<b>COMPUTER NETWORK PHYSICAL-LAYER ANALYSIS METHOD AND SYSTEM</b>							
EUROPEAN	65807-0052	CEQ	12/29/1999	99967744.6			PUBLISHED
MEXICO	65807-0053	CEQ	06/12/2001	2001/005924			PENDING

COMPUTER NETWORK PHYSICAL-LAYER ANALYSIS METHOD AND SYSTEM  
UNITED STATES 65807-0024 FCA 12/29/1999 09/474,390

PENDING

SINGLE ENDED ATTENUATION MEASUREMENT  
UNITED STATES 65807-0055 FCA 07/13/2001 09/904,822

PUBLISHED

TOTAL ITEMS SELECTED 22

END OF REPORT

**Con-X Corporation (65948)**

Patent Report by Invention  
Status: ACTIVE

Printed: 03/19/2004 Page 1

COUNTRY	REFERENCE#	TYP	FILED	SERIAL#	ISSUED	PATENT	STATUS
<b>CROSS-CONNECT SYSTEM</b>							
AUSTRALIA	65948-0017	CEQ	08/23/1994	76698/94	11/05/1998	693473	ISSUED
AUSTRALIA	65948-0022	CEQ	03/19/1996	51888/96	11/25/1999	708675	ISSUED
AUSTRALIA	65948-0023	DIV	03/19/1996	33928/99	02/15/2001	726211	ISSUED
CANADA	65948-0018	CEQ	08/23/1994	2,168,563			PENDING
CANADA	65948-0024	CEQ	03/19/1996	2,214,890			PENDING
EUROPEAN	65948-0025	CEQ	03/19/1996	96908749.3	03/19/1996	0815622	ISSUED
UNITED KINGDOM	65948-0028	DCA	08/23/1994	94927163.9	05/24/2000	0715773	ISSUED
MEXICO	65948-0027	CEQ	03/19/1996	977162			PENDING
UNITED STATES	65948-0004	NEW	08/25/1993	08/111,770	10/10/1995	5,456,608	ISSUED
UNITED STATES	65948-0005	CIP	03/20/1995	08/408,831	02/29/2000	6,031,349	ISSUED
UNITED STATES	65948-0006	CIP	01/25/1996	08/591,817	09/22/1998	5,812,934	ISSUED
UNITED STATES	65948-0007	CIP	09/16/1998	09/153,899	06/26/2001	6,253,071	ISSUED
UNITED STATES	65948-0008	DIV	06/09/1999	09/328,440	07/24/2001	6,265,842	ISSUED
UNITED STATES	65948-0009	DIV	05/15/2001	09/854,576			PENDING

END OF REPORT

TOTAL ITEMS SELECTED 14

**Vigilant Networks LLC (65807)**

Patent Report by Country  
Status: ACTIVE

Printed: 03/19/2004 Page 1

TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT	STATUS
<b>EUROPEAN</b>						
COMPUTER NETWORK CROSS-CONNECT PANEL PROVIDING PHYSICAL LAYER MONITORING AND METHOD THEREFOR	65807-0040	10/28/1997	97946849.3			PENDING
COMPUTER NETWORK PHYSICAL-LAYER ANALYSIS METHOD AND SYSTEM	65807-0052	12/29/1999	99967744.6			PUBLISHED
METHOD AND SYSTEM FOR CHARACTERIZING TERMINATIONS IN A LOCAL AREA NETWORK	65807-0035	07/09/1997	97933511.4			PUBLISHED
METHOD AND SYSTEM FOR PERFORMING TIME DOMAIN REFLECTOMETRY CONTEMPORANEOUSLY WITH RECURRENT TRANSMISSIONS ON COMPUTER NETWORK	65807-0063	10/03/2000	00967277.5			PUBLISHED
PACKET NETWORK MONITORING DEVICE	65807-0028	01/28/1997	97904093.8			PENDING
SYSTEM AND METHOD TO DETERMINE DATA THROUGHPUT IN A COMMUNICATION NETWORK	65807-0061	10/06/2000	00968870.6			PUBLISHED
<b>MEXICO</b>						
COMPUTER NETWORK PHYSICAL-LAYER ANALYSIS METHOD AND SYSTEM	65807-0053	06/12/2001	2001/005924			PENDING
METHOD AND SYSTEM FOR PERFORMING TIME DOMAIN REFLECTOMETRY CONTEMPORANEOUSLY WITH RECURRENT TRANSMISSIONS ON COMPUTER NETWORK	65807-0064	10/03/2000	2002/003403			PENDING
SYSTEM AND METHOD TO DETERMINE DATA THROUGHPUT IN A COMMUNICATION NETWORK	65807-0062	10/06/2000	PA/A02/003506			PENDING

**UNITED STATES**  
COMPUTER NETWORK CROSS-CONNECT PANEL PROVIDING PHYSICAL LAYER MONITORING AND METHOD THEREFOR

65807-0021 10/28/1997 08/995,041 03/12/200 6,356,532 ISSUED

COMPUTER NETWORK PHYSICAL-LAYER ANALYSIS METHOD AND SYSTEM  
65807-0024 12/29/1999 09/474,390 PENDING

METHOD AND SYSTEM FOR CHARACTERIZING TERMINATIONS IN A LOCAL AREA NETWORK

65807-0019 10/26/1999 09/426,505 05/28/200 6,397,159 ISSUED

65807-0017 07/09/1997 08/890,486 01/18/200 6,016,464 ISSUED

65807-0012 09/22/1999 09/401,671 10/24/200 6,138,080 ISSUED

METHOD AND SYSTEM FOR COMPUTER NETWORK LINK WITH UNDEFINED TERMINATION CONDITION

65807-0018 09/22/1999 09/401,674 11/27/200 6,324,168 ISSUED

65807-0054 05/31/2001 09/871,053 PUBLISHED

METHOD AND SYSTEM FOR PERFORMING TIME DOMAIN REFLECTOMETRY CONTEMPORANEOUSLY WITH  
RECURRENT TRANSMISSIONS ON COMPUTER NETWORK

65807-0009 11/15/1999 09/440,293 12/02/200 6,657,437 ISSUED

PACKET NETWORK MONITORING DEVICE

65807-0001 03/18/1996 08/619,934 PENDING

65807-0002 10/28/1999 09/429,458 PENDING

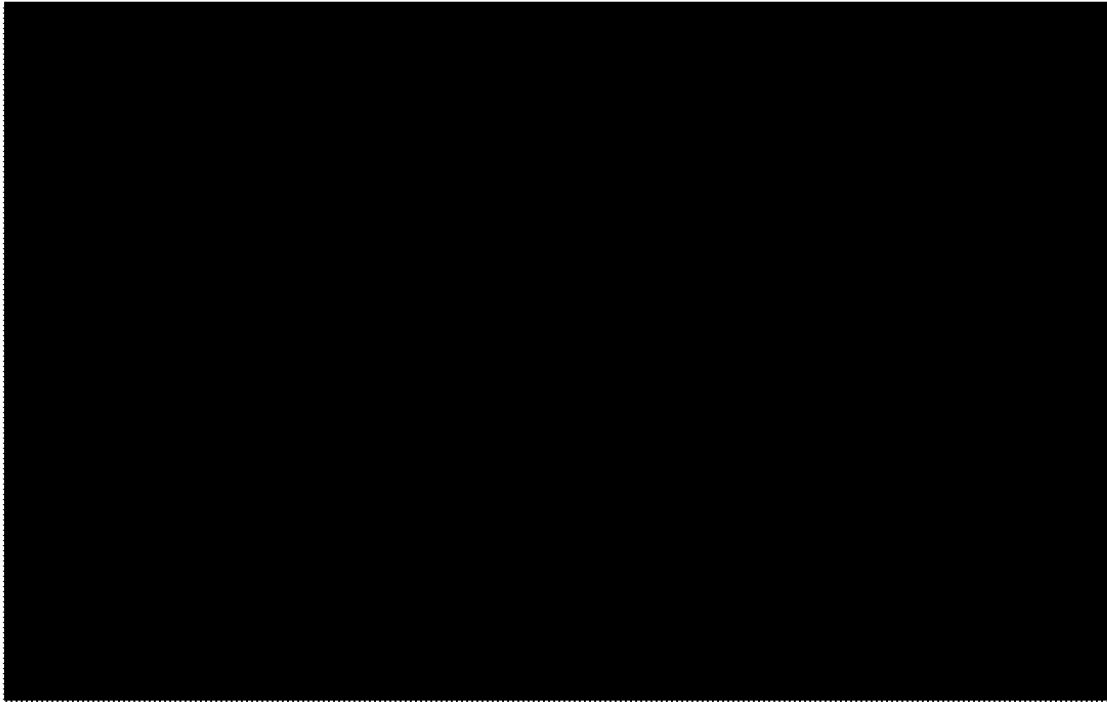
Patent Report by Country

TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
UNITED STATES continued . . .	65807-0065					MAILED
SINGLE ENDED ATTENUATION MEASUREMENT	65807-0055	07/13/2001	09/904,822			PUBLISHED
SYSTEM AND METHOD TO DETERMINE DATA THROUGHPUT IN A COMMUNICATION NETWORK	65807-0006	10/06/2000	09/684,453	01/06/200	6,675,328	ISSUED

END OF REPORT

TOTAL ITEMS SELECTED

22



458864.01-New York Server SA - MSW

**PATENT**  
**REEL: 036563 FRAME: 0648**





458864.01-New York Server 5A - MSW

**RECORDED: 09/08/2015**

**PATENT**  
**REEL: 036563 FRAME: 0649**