

06-06-2000



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OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

5/8/00 MED

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
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Reel # Frame #

Conveyance Type

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☐ Other
- Effective Date
Month Day Year
03 10 2000

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year
03 10 2000

Name

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

☒ Citizenship/State of Incorporation/Organization

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

212/259-6420

Name

STANTON J. LOVENWORTH, ESQ.

Address (line 1)

DEWEY BALLANTINE LLP

Address (line 2)

1301 AVENUE OF THE AMERICAS

Address (line 3)

NEW YORK, NY 10019-6092

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

4

Trademark Application Number(s) or Registration Number(s)

☐

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

40.00

Method of Payment:

Enclosed

☒

Deposit Account

☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

☐

No

☐

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. Charges to deposit account are authorized, as indicated herein.

MICHAEL K. CANTWELL

Name of Person Signing



Signature

5/5/00

Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT, made as of the 10th day of MAR
2000, from Nortel Networks NA Inc., a corporation organized under the laws of Delaware, having a place of business at 4401 Great America Parkway, Santa Clara, CA 95052 (hereinafter referred to as "Assignor"), to Netgear, Inc., a corporation organized under the laws of Delaware, having a place of business at 4401 Great America Parkway, Santa Clara, CA 95052 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in the trademark(s) and/or service mark(s) and/or the trademark and/or service mark registration(s) and/or application(s) identified on Schedule A attached hereto (hereinafter collectively, the "Trademarks"); and

WHEREAS, Assignee is desirous of acquiring the Trademarks; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, transfer, convey and assign unto Assignee and its successors Assignor's entire right, title and interest in and to the Trademarks, in the United States and all jurisdictions outside the United States, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks, in accordance with this Trademark Assignment.

Assignor will take, or cause to be taken, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its proper officer thereunto duly authorized, as of the date first above written.

ASSIGNOR:

NORTEL NETWORKS NA INC.

By: *Richard Tallman*

Name: RICHARD TALLMAN

Title: ASSISTANT SECRETARY

STATE OF CALIFORNIA }

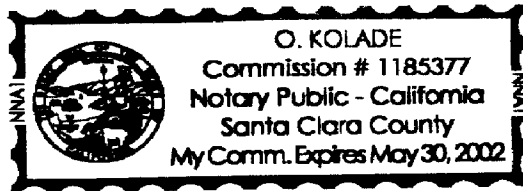
} ss:

COUNTY OF SANTA CLARA }

Before me, the undersigned, a Notary Public of the State of CALIFORNIA, personally appeared RICHARD TALLMAN, having been sworn by me according to law did depose and say he was the ASSISTANT SECRETARY of Nortel Networks NA Inc. (the "Assignor") and did acknowledge the execution of the foregoing Trademark Assignment on behalf of said Assignor.

WITNESS my hand and notarial seal this 12 day of MARCH, 2000.

O. Kolade



ACKNOWLEDGEMENT

Netgear, Inc., a corporation organized under the laws of Delaware, having a place of business at 4401 Great America Parkway, Santa Clara, CA 95052, the assignee named in the above assignment hereby acknowledges the assignment to it of the Trademarks identified on Schedule A attached hereto.

ASSIGNEE:

NETGEAR, INC.

By: 

Name: Patrick Co

Title: President

Schedule A

**Trademarks and/or Service Marks and/or Registrations and/or Applications
Therefor**

<u>Trade Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Date of Registration</u>
NETGEAR	Argentina	1634345	30 May 1997	1634345	30 May 1997
NETGEAR	Australia	781510	5 Aug 1996	781510	5 Aug 1996
NETGEAR	Brazil	819235202	22 May 1996	819235202	29 Dec 1998
NETGEAR	Canada	834,529	24 Jan 1997	503,133	30 May 1997
NETGEAR	European Community Trademarks (CTM)	000238576	23 April 1996	000238576	11 Sept 1998
NETGEAR	India	753803	28 Jan 1997		
NETGEAR	Japan	9-6723	24 Jan 1997		
NETGEAR	New Zealand	265381	5 Aug 1996	265381	5 Aug 1996
NETGEAR	United States	75/026,272	30 Nov 1995	2,124,219	23 Dec 1997

NETGEAR Logo

The Gearguy in Gearland

FirstGEAR

netgear.com

netgearinc.com