

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Glenayre Electronics, Inc.		12/31/2006	CORPORATION: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IP Unity Peach, Inc.		
<b>Street Address:</b>	475 Sycamore Drive		
<b>City:</b>	Milpitas		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95035		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77070713	IP UNITY GLENAYRE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)541-4753		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-815-6500		
<b>Email:</b>	miskowitz@kilstock.com		
<b>Correspondent Name:</b>	William Brewster/Kilpatrick Stockton LLP		
<b>Address Line 1:</b>	1100 Peachtree Street		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-4530		
<b>ATTORNEY DOCKET NUMBER:</b>	21529/338675		
<b>NAME OF SUBMITTER:</b>	Olivia Maria Baratta		
<b>Signature:</b>	/Maria Baratta/		
<b>Date:</b>	06/21/2007		

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**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") is made as of December 30, 2006, to be effective December 31, 2006, by **Glenayre Electronics, Inc.**, a Colorado corporation having its registered office at 825 8th Avenue, 23rd Floor, New York, NY 10019 ("*Assignor*"), to **IP Unity Peach, Inc.**, a Delaware corporation having a place of business at 475 Sycamore Drive, Milpitas, CA 95035 ("*Assignee*").

### RECITALS

A. Assignor and Assignee are parties to an Asset Purchase Agreement dated December 14, 2006 (the "*Asset Purchase Agreement*"), which provides, in part, for the sale to Assignee of substantially all of the assets of Assignor used or held for use by the Assignor and certain of its subsidiaries in the conduct of the Messaging Business (as defined in the Asset Purchase Agreement).

B. Assignor is the owner of the trade names, trademarks, corresponding trademark registrations, and trademark applications set forth on Schedule A hereto (the "*Trademarks*") and all other rights appurtenant thereto throughout the world, including, but not limited to, all common law rights, trade name rights and the right to recover for past infringement throughout the world.

C. Pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademarks.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants and agreements contained in the Asset Purchase Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Asset Purchase Agreement, Assignor agrees as follows:

1. Assignor hereby assigns and sells to Assignee all of Assignor's rights, title and interest in and to the Trademarks throughout the world, any and all registrations of the Trademarks, any and all applications to register the Trademarks, and for the intent-to-use application, Assignor is transferring to Assignee, pursuant to the Asset Purchase Agreement, that portion of the business which is ongoing and existing to which the trademark pertains, all common law rights in, to and under the Trademarks and all other rights in, to and under the Trademarks together with the goodwill symbolized by the Trademarks; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor's favor for infringement of the aforesaid rights, to have and to hold the same unto Assignee, its successors and assigns, for and during the existence of the rights and all renewals thereof.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue trademark registrations or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

3. At any time, and from time to time hereafter, Assignor shall forthwith, upon Assignee's reasonable written request, take any and all reasonable steps to execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

4. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of New York and the United States America without regard to conflicts of laws provisions thereof.

5. To the extent any provision of this Assignment conflicts with any provision of the Asset Purchase Agreement, the Asset Purchase Agreement will control.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date first above written.

Assignor

**GLENAYRE ELECTRONICS, INC.**

By: 

Name: Matthew K. Behrent

Title: Senior Vice President and  
Chief Acquisitions Officer

**SCHEDULE A**

<b><u>COUNTRY</u></b>	<b><u>TRADEMARK</u></b>	<b><u>SERIAL NO.</u></b>
USA	IP UNITY GLENAYRE	77070713