

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	LICENSE
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Telefonaktiebolaget L M Ericsson		01/25/2007	CORPORATION: SWEDEN

RECEIVING PARTY DATA

Name:	Redback Networks Inc.
Street Address:	100 Headquarters Drive
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1313196	ERICSSON
Registration Number:	2665187	ERICSSON
Registration Number:	1624544	
Registration Number:	2676335	ERICSSON
Registration Number:	2679278	
Registration Number:	2703433	
Registration Number:	2723566	REDBACK NETWORKS
Registration Number:	2358288	REDBACK
Registration Number:	2612773	REDBACK
Registration Number:	3212867	REDBACK NETWORKS

CORRESPONDENCE DATA

Fax Number: (703)299-0036
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 703-299-0037

CH \$265.00 1313196

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ATTORNEY DOCKET NUMBER:

000307-086

NAME OF SUBMITTER:

Adrienne L. White

Signature:

/adrienne white/

Date:

01/23/2008

Total Attachments: 7

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Date
2008-01-11
Your Date

Reference (Document No)
Our ref: CTL07018
Your Reference


Attending to this matter
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Ms. Adrienne White
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RECEIVED
JAN 16 2008
WRB-IP LLP

**CTL Agreement 07018/RBU between Telefonaktiebolaget L M Ericsson
and Redback Networks Inc.**

Best regards,



CORPORATE TRADEMARK LICENSE (CTL) AGREEMENT

TELEFONAKTIEBOLAGET L M ERICSSON, 556016-0680, SE-164 83 STOCKHOLM, SWEDEN (hereinafter called Ericsson) is the owner of the trademarks and/or service marks as shown below and in appendix (hereinafter called the Trademarks).

ERICSSON 

ERICSSON



REDBACK NETWORKS and design

REDBACK

REDBACK NETWORKS and design including spider

The Trademarks are described in the Group Guidelines as defined below. The Trademarks are the trademarks of Ericsson, and


REDBACK NETWORKS INC.
100 HEADQUARTERS DRIVE
SAN JOSE, CA 95134
U S A

(hereinafter called the User) will use the Trademarks in its business activities.


Ericsson and the User have therefore agreed as follows.

1. Grant of permission to use

Ericsson grants the User permission to use the Trademarks currently registered or applied for in the USA under:

No. 1313196, 2676335 (**ERICSSON** )

No. 2665187 (**ERICSSON**)

No. 1624544, 2679278, 2703433 ()

No. 2723566 (**REDBACK NETWORKS and design**)

No. 2358288, 2612773 (**REDBACK**) and

No. 3212867 (**REDBACK NETWORKS and design including spider**)

Costs for maintaining the registrations shall be borne by Ericsson.

TRADEMARK

REEL: 003702 FRAME: 0316

The use of the Trademarks shall be in the way specified in the Brand Identity manual or any other manual, guideline, directive or similar document supplementing or succeeding this manual, ("the Group Guidelines") and on the terms and conditions specified in this Corporate Trademark License Agreement (hereinafter called the CTL Agreement).

It is recognized by Ericsson that the User is entitled to incorporate in its company name the corporate name Ericsson.

2. Use of the Trademarks

The User shall use the Trademarks for all its business and all its products.

3. Application for registered user

Ericsson may where registered user provisions exist and subject to the obtaining of registration of the Trademarks, make an application to the registrar of trademarks for the registration of the User as a permitted User of the Trademarks. If for any reason the CTL Agreement is not sufficient for such registration, the parties will enter into a short form supplementary agreement which is sufficient from the registrar's point of view. Registration costs, if any, shall be borne by Ericsson.

4. Territory

The permission to use the Trademarks covers the entire world (hereinafter called the Territory).

5. Non-exclusive rights

The permission to use the Trademarks shall be a non-exclusive right.

6. Trademark

The User shall not use in its business any other trademark or trade name which is similar to, or substantially similar to, or so nearly resembles the Trademarks as to be likely to cause deception or confusion.

7. Quality Control Clause

Ericsson has carried out and will in the future carry out different quality control programs to improve the quality of all aspects of Ericsson's and the User's operations. The objective of the quality control programs is to solidify the confidence of the customers in Ericsson and the User as quality companies.

Permission to use the Trademarks is granted to the User, provided and only as long as the goods and/or the services on which/for which the Trademarks

are to be used shall be made in accordance with the standards, specifications and instructions given from time to time by Ericsson, and provided and only as long as Ericsson shall have the right to inspect the finished goods and the methods of manufacture thereof, and the right to inspect the services to be rendered on the premises of the User and elsewhere at all reasonable times.

8. Advertisement campaigns and other activities

Ericsson has carried out and will in the future carry out advertisement campaigns and other activities in order to promote the value of the Trademarks.

9. Preservation of the goodwill of the Trademarks

The User will endeavour to preserve the value or validity of the Trademarks and in particular will:

- (i) endeavour to create, promote and retain goodwill in its business when using the Trademarks;
- (ii) conduct its business according to the same standards and business policies as those of Ericsson as stated by Ericsson;
- (iii) give Ericsson any information as to the User's use of the Trademarks which Ericsson will require, and otherwise render any necessary assistance to Ericsson in maintaining the Trademarks duly registered, except that Ericsson shall pay all fees.

10. Infringement

In the event that the User learns of any infringement or threatened infringement of the Trademarks, or any act of unfair competition or passing off by reason of imitations or otherwise, or that any third party alleges or claims that the Trademarks are liable to cause deception or confusion to the public, the User shall forthwith notify Ericsson. The User shall provide all information and assistance to Ericsson in the event that Ericsson decides that proceedings should be commenced or defended. Any such proceedings shall be under the control of Ericsson.

11. Acquisition of goodwill

Any accretion of goodwill in the business derived by the User by reason of the use of the Trademarks and by the User being connected in the course of trade therewith shall accrue to Ericsson and Ericsson may call for an assignment thereof without compensation to the User.

All use of the Trademarks by the User under this Agreement shall accrue solely to the benefit of Ericsson.

12. Granting of rights

The User shall not grant any right hereunder to any third party unless such grant is in accordance with standards agreed and approved by Ericsson.

13. Duration and Termination

The CTL Agreement shall remain valid until terminated by Ericsson. Such termination shall become effective 1 (one) year after notice of termination is given by Ericsson.

Notwithstanding anything to the contrary herein this Agreement shall automatically terminate if the User ceases to be a wholly owned, directly or indirectly, subsidiary of Ericsson.

Despite the above, the User shall cease within 3 (three) months to use the Trademarks on written notice from Ericsson which may be given in any of the following circumstances:

- (i) if the User has failed to observe the terms of the CTL Agreement after its attention has been drawn to such failure, and has not acted to remedy the matter to the satisfaction of Ericsson within 30 days thereof
- (ii) if there is a change in the name of the User.

If any of the circumstances mentioned in (i) or (ii) would occur with respect to a sub licensee, such occurrence shall be considered to apply to the User in the interpretation of this sub article 13.

14. Cessation of permitted use

In the event the User is no longer permitted to use the Trademarks;

- (i) the User shall forthwith remove the Trademarks from all items such as stationery and forms, printed material, vehicles, signs, packaging, clothing and badges, from flags and from all entries in published material such as telephone, street or other directories
- (ii) the User shall forthwith remove the Trademarks from products and components except where the Trademarks have been applied by Ericsson or have been applied by the User under a license agreement with Ericsson
- (iii) the User shall not thereafter use any trade name or trademark which is so similar to or so nearly resembles the Trademarks as to be likely to cause confusion or deception. The User shall not thereafter use the name of Ericsson or any similar designation as a trade name or trademark
- (iv) on cessation of the permitted use Ericsson shall be entitled to take all steps necessary for the removal of the name of the User from the trademark register as a registered User, without opposition or hindrance from the User. The User shall, at the request and cost of Ericsson, co-operate in any such steps.

15. Consideration

In consideration of the use of the Trademarks the User shall make a royalty payment of 1 (one) percent of the total net sales of the User, however, that from the net sales should be excluded the net sales to any other company that is a subsidiary directly or indirectly of Telefonaktiebolaget L M Ericsson.

Royalty payment shall be made on a preliminary basis upon invoice from Ericsson. Such preliminary payment shall be calculated on the basis of actual net sales the previous year. Invoices will be dispatched on a quarterly basis on the 25th of the second month of each calendar quarter, i.e. February 25, May 25, August 25 and November 25, respectively. Companies participating in the multilateral netting system shall use this system when settling their CTL invoices. Should final royalty based on actual net sales for a calendar year deviate from the preliminary royalty payment, then such a discrepancy shall be settled in the invoice dispatched by Ericsson during the ensuing calendar month of February.

16. The Entire agreement

This agreement constitutes the entire trademark agreement between the parties, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties, weather written or oral.

17. Coming into force

This CTL Agreement has come into force on 2007-01-25 and shall have effect from said date.

TELEFONAKTIEBOLAGET L M ERICSSON (publ)


REDBACK NETWORKS INC.



Carl Olof Blomqvist
Senior Vice President &
General Counsel



Gunilla Modén
Vice President
Intellectual Property Rights



APPENDIX TO CTL AGREEMENT CTL07018/RBU

REDBACK NETWORKS and design
Registered in the US under No. 2,723,566

Redback

REDBACK NETWORKS and design including spider
Registered in the US under No. 3,212,867

 **Redback**
NETWORKS