

**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>
PingTel Corporation		08/08/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Nortel Networks, Inc.		
<b>Street Address:</b>	220 Athens Way, Suite 300		
<b>City:</b>	Nashville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37228		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2520486	PINGTEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)408-4400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202.408.4000		
<b>Email:</b>	docketing@finnegan.com		
<b>Correspondent Name:</b>	Laurence R. Heffer		
<b>Address Line 1:</b>	Finnegan Henderson Farabow et al.		
<b>Address Line 2:</b>	901 New York Avenue, N.W.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20001		
<b>ATTORNEY DOCKET NUMBER:</b>	07281.0776		
<b>NAME OF SUBMITTER:</b>	Christianna Lewis Barnhart		
<b>Signature:</b>	/Christianna Lewis Barnhart/		
<b>Date:</b>	11/13/2008		

**OP \$40.00 2520486**

**Total Attachments: 7**

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## ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This **ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES** (this "Assignment") is made and dated as of August 8, 2008 (the "Effective Date"), by Pingtel Corporation, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 10 North Avenue, Burlington, MA 018301 ("Assignor"), to Nortel Networks, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 220 Athens Way, Suite 300, Nashville, TN 37228 ("Assignee").

### RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 31, 2008 (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, convey, assign, transfer and deliver to Assignee all of Assignor's right, title and interest, if any, in and to certain trademarks and branding elements and domain names used in the Business;

B. To the extent Assignor owns any right, title, or interest in, to, or under any trademarks and branding elements set forth on Exhibit A and any trademark registration applications and trademark registrations set forth on Exhibit B (collectively, the "Trademarks and Branding Elements"), Assignor desires to transfer, and Assignee desires to accept such transfer of, all such right, title, and interest, if any, in and to the Trademarks and Branding Elements; and

C. To the extent Assignor owns any right, title, or interest in, to or under any domain names set forth on Exhibit C (the "Domain Names"), the Assignor desires to transfer, and the Assignee desires to accept such transfer of, all such right, title, and interest, if any, in and to the Domain Names.

D. The Purchase Agreement requires the execution and delivery of this Assignment upon the consummation of the transactions contemplated thereby.

NOW, THEREFORE, in consideration of the transactions contemplated in the Purchase Agreement and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby sell, convey, assign, transfer and deliver unto Assignee, all its rights, title and interest in, to an under the Trademarks and Branding Elements and Domain Names, together with the goodwill, if any, of the Business associated therewith and which is symbolized thereby, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery. Assignor further sells, conveys, assigns, transfers and delivers to Assignee all rights, if any, of Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Trademarks and Branding Elements, including the right to bring an action for past, present and future infringement, dilution, or other misappropriation, or misuse, and all rights to recover damages, profits and injunctive relief for infringement, dilution, or other misappropriation, or misuse, and Assignee hereby accepts such sale, conveyance, assignment, transfer, and delivery.

2. Incorporation of Purchase Agreement. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof. Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. This Assignment is not intended to convey any greater or lesser rights to, or place any greater or lesser burden on, any of the parties than are described in or contemplated by the Purchase Agreement, and in the event the terms of this Assignment conflict with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern. Assignor's and Assignee's remedies with respect to any claim arising from a breach of this Assignment shall be as set forth in the Purchase Agreement and subject to the limitations, qualifications and procedures set forth therein.

3. Further Assurances. Assignor hereby covenants and agrees to and with Assignee to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, to Assignee all such further acts, assignments, transfers, powers of attorney and assurances that may be reasonably requested by Assignee as necessary to grant, sell, convey, assign, transfer, set over to or vest in Assignee all rights, title and interests of Assignor in, to and under the Trademarks and Branding Elements and Domain Names.

4. Successors and Assigns. All of the terms and provisions of this Assignment will apply to, be binding in all respects upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Governing Law. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to any conflicts of law principles that would require the application of any other law.

6. Counterparts. This Assignment may be executed in counterparts, each of which shall be considered one and the same agreement, and shall become effective when all such counterparts have been signed by each of the parties and delivered to the other parties. Any signature delivered by a facsimile machine shall be binding to the same extent as an original signature page with regard to this Assignment or any amendments hereof, subject to the terms of this Assignment. A party that delivers a signature page in this manner agrees to later deliver an original counterpart signature page to the other parties.

7. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights, remedy or claim hereunder.

8. Headings. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

*[signature page follows]*

**EXHIBIT A**

**Description of Trademark and Branding Elements**

PingTel  
PingTel (Design)  
SIPxECS  
SIPxchange  
sipXpbx  
SIPxsoftphone  
SIPxSDK

**EXHIBIT B**

**United States Trademark Registration Applications**

None

**United States Trademark Registrations**

<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>	<u>DESCRIPTION</u>
2,520,486	December 18, 2001	PingTel

**EXHIBIT C**

**List of Domain Names**

[www.pingtel.com](http://www.pingtel.com)

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

ASSIGNEE:

PINGTEL CORP.

NORTEL NETWORKS, INC.

By: 

By: \_\_\_\_\_

Mads Lillelund

Name

Name (Print)

President

Title

Title

*Signature Page to Assignment of Trademarks and Domain Names*



IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first above written.

ASSIGNOR:

PINGTEL CORP.

By: \_\_\_\_\_

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Title

ASSIGNEE:

NORTEL NETWORKS INC.

By:  \_\_\_\_\_

Lynn C. Egan

\_\_\_\_\_  
Name (Print)

Assistant Secretary

\_\_\_\_\_  
Title

*Signature Page to Assignment of Trademarks and Domain Names*