

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	09/16/2009		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QUALCOMM Incorporated		02/05/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	nPhase, LLC		
Street Address:	5355 Mira Sorrento Place, Suite 100		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2852843	NPHASE	
Registration Number:	3122791	NPHASEDSN	
CORRESPONDENCE DATA			
Fax Number:	(619)235-0398		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6195253827		
Email:	docketing@procopio.com		
Correspondent Name:	Kathleen A. Pasulka c/o Procopio Cory		
Address Line 1:	530 B Street, Suite 2100		
Address Line 4:	San Diego, CALIFORNIA 92101		
ATTORNEY DOCKET NUMBER:	109299-1141		
NAME OF SUBMITTER:	Kathleen A. Pasulka		
Signature:	/kap/		

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REEL: 004146 FRAME: 0432

Date:

02/09/2010

Total Attachments: 2

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NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

WHEREAS, QUALCOMM Incorporated, a Delaware corporation, having a principal place of business at 5775 Morehouse Drive, Patent and Trademark Department, San Diego, CA 92121 (hereinafter "Assignor"), has adopted, is the owner of, and has continuously used the trademarks registered in the United States Patent and Trademark Office as set forth on annexed Schedule "A" (hereinafter referred to as the "Trademarks"); and

WHEREAS, nPhase, LLC, a Delaware limited liability company, having a principal place of business at 5355 Mira Sorrento Place, Ste 100, San Diego, CA 92121 (hereinafter "Assignee"), on September 16, 2009, acquired all right, title and interest in and to the Trademarks, including any choses in action relating to said Trademarks, together with the goodwill of the business symbolized by the Trademarks and the registrations thereof, as set forth on annexed Schedule "A"; and

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, the Assignor, as of the above date did hereby sell, assign, transfer and convey unto Assignee all of its right, title and interest in and to each of the aforesaid Trademarks, worldwide, including any choses in action relating to said Trademarks, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademark rights accruing on or before the date of the Assignment, together with the good will of the business symbolized by the Trademarks, and including the registrations thereof as set forth on annexed Schedule "A"; and Assignor agrees to execute any further documents, now and hereinafter necessary to perfect the rights herein assigned, all without further compensation to Assignor.

Executed this 5th day of February, 2010, at San Diego, California.

QUALCOMM Incorporated

By: Max Sands

Print Name: Max Sands

Title: Vice President & Division Counsel

SCHEDULE "A"

U.S. ISSUED REGISTRATIONS

Mark	Reg. No.	Issue Date
NPHASE	2852843	June 15, 2004
nPhaseDSN	3122791	August 1, 2006

FOREIGN ISSUED REGISTRATIONS

Mark	Country	Reg. No.
NPHASE	Mexico	878606
NPHASE	CTM	3601432