

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UPnP Implementers Corporation		08/01/2009	NON-PROFIT CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	UPnP Forum		
Street Address:	3855 SW 153rd Drive		
City:	Beaverton		
State/Country:	OREGON		
Postal Code:	97006		
Entity Type:	NON-PROFIT CORPORATION: OREGON		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3312995	UPNP	
Serial Number:	76298783	UPNP	
Serial Number:	76298784	UPNP	
Serial Number:	76298798	UPNP	
CORRESPONDENCE DATA			
Fax Number:	(503)796-2900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(503) 222-9981		
Email:	trademarks@schwabe.com		
Correspondent Name:	Michael A. Cohen		
Address Line 1:	1211 SW Fifth Avenue		
Address Line 2:	Suites 1500-2000		
Address Line 4:	Portland, OREGON 97204		
ATTORNEY DOCKET NUMBER:	116214-177080		

CH \$115.00 3312995

900168842

**TRADEMARK
 REEL: 004256 FRAME: 0075**

NAME OF SUBMITTER:	Michael A. Cohen
Signature:	/michael a cohen/
Date:	08/06/2010
Total Attachments: 8 source=Assignment of Trademarks and Service Marks - from UPnP Implementers Corporation to UPnP Forum#page1.tif source=Assignment of Trademarks and Service Marks - from UPnP Implementers Corporation to UPnP Forum#page2.tif source=Assignment of Trademarks and Service Marks - from UPnP Implementers Corporation to UPnP Forum#page3.tif source=Assignment of Trademarks and Service Marks - from UPnP Implementers Corporation to UPnP Forum#page4.tif source=Assignment of Trademarks and Service Marks - from UPnP Implementers Corporation to UPnP Forum#page5.tif source=Assignment of Trademarks and Service Marks - from UPnP Implementers Corporation to UPnP Forum#page6.tif source=Assignment of Trademarks and Service Marks - from UPnP Implementers Corporation to UPnP Forum#page7.tif source=Assignment of Trademarks and Service Marks - from UPnP Implementers Corporation to UPnP Forum#page8.tif	

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

This Assignment of Trademarks and Service Marks, dated as of August 1, 2009 ("Agreement") is between UPnP Implementers Corporation, a New York non-profit corporation ("Assignor") and UPnP Forum, an Oregon non-profit corporation ("Assignee").

SECTION 1 ASSIGNMENT

1.1 Definitions.

- (a) "Trademarks and Service Marks" mean the registered and unregistered trademarks, service marks and certification marks described on the attached Schedule 1.1.

1.2 Assignment of Trademarks and Service Marks. Assignor assigns to Assignee all right, title, and interest that Assignor may have acquired in and to the Trademarks and Service Marks, and all registrations therefore, including:

- (a) all goodwill appertaining to and symbolized by the Trademarks and Service Marks, as required by 15 U.S.C. § 1060 or analogous laws in other jurisdictions;
- (b) the rights of Assignor in and to any pending applications to register and resulting registrations for the Trademarks and Service Marks specified on the attached Schedule 1.1; and
- (c) any claims, actions, proceedings, damages, liabilities, and expenses of every kind that Assignor may have against or be able to recover from any third party, whether known or unknown, resulting from or arising out of such third party's past, present, and future infringement of the Trademarks and Service Marks.

1.3 Perfection. At the request and expense of Assignee, Assignor will sign such documents and take such actions that Assignee deems reasonably necessary to perfect, protect, and evidence Assignee's rights in the Trademarks and Service Marks.

1.4 Representations and Warranties. Assignor represents and warrants that Assignor has the sole, exclusive and unencumbered right to grant the assignment contained herein to Assignee. No other person, corporate or other private or governmental entity has any claim of ownership whatsoever with respect to the Trademarks and Service Marks.

1.5 Indemnification. Assignor will defend and indemnify Assignee for, from, and against any and all claims, actions, proceedings, damages, liabilities, and expenses of every kind, whether known or unknown, including but not limited to reasonable costs and attorneys' fees, resulting from or arising out of: (i) the breach by Assignor of any of the representations and warranties set forth herein; or (ii) Assignor's ownership of use of the Trademarks and Service Marks prior to the execution of this Agreement.

SECTION 2 GENERAL

2.1 Binding Effect. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

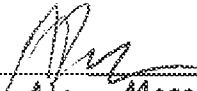
- 2.2 **Further Assurances.** The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.
- 2.3 **Attachments.** Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.
- 2.4 **Governing Law.** This Agreement is governed by the laws of the State of New York, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
- 2.5 **Venue.** Any action or proceeding arising out of this Agreement will be litigated in courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.
- 2.6 **Attorneys' Fees.** If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.
- 2.7 **Entire Agreement.** This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

[Signature page follows]

Dated effective: August 1, 2009

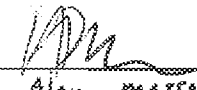
Assignor:

UPnP Implementers Corporation


By: Alan Messer
Its: President

Assignee:

UPnP Forum


By: Alan Messer
Its: President

SCHEDULE 1.1

Trademarks

The Trademarks assigned by Assignor to Assignee herein include those registered (and applied for) trademarks set forth below in addition to the following unregistered trademarks and service marks:

PENDING APPLICATIONS AND REGISTRATIONS



Mark Country	Class(es)	Application No. Registration No.	Application Date Registration Date	Status
UPNP Argentina	7	2365939 1915430	02/27/2003 02/27/2003	Registered
UPNP Argentina	9	2365940 1915429	02/27/2003 02/27/2003	Registered
UPNP Argentina	11	2365941 1927856	05/21/2003 05/21/2003	Registered
UPNP Australia	9	903290 903290	02/13/2002 02/13/2002	Registered
UPNP Benelux	7, 9, 11	1005366 1005366	02/13/2002 02/13/2002	Registered
UPNP Brazil	9	8300235809	05/04/2009	Pending
UPNP Canada	N/A	1178293 TMA6257S1	05/16/2003 11/17/2004	Registered

UPNP China	9	3225963	06/28/2002	Pending
UPNP Colombia	9	02011975 265858	02/13/2002 04/03/2003	Registered
UPNP France	7, 9, 11	023170240 02/3170240	06/20/2002 11/22/2002	Registered
UPNP Italy	9	MI2002C 005731 1004709	06/04/2002 04/24/2006	Registered
UPNP Japan	9	019705/2002 4670256	03/13/2002 05/09/2003	Registered
UPNP Korea	9	40-2002-7232 577194	02/14/2002 03/11/2004	Registered
UPNP Mexico	9	532304 958959	02/13/2002 10/27/2006	Registered
UPNP Russia	9	2002708097 249515	04/09/2002 06/24/2003	Registered
UPNP Singapore	9	T02/01706A	02/14/2002	Pending
UPNP Spain	9	2470762 2470762	04/19/2002 09/20/2002	Registered

UPNP	9	2555433	08/20/2003	Registered
Spain		2555433	02/04/2004	
UPNP	9	02-01027	02/13/2002	Registered
Sweden		355025	05/03/2002	
UPNP	9	01360/2002	02/13/2002	Registered
Switzerland		506827	02/13/2002	
UPNP	N/A	91005876	02/08/2002	Registered
Taiwan		113049	12/01/2004	
UPNP	Class A	76299334	08/13/2001	Registered
United States		3312995	10/16/2007	

ABANDONED APPLICATIONS

Mark	Class(es)	Application No.	Application Date	Status
Country		Registration No.	Registration Date	
UPNP	9	824369815	02/13/2002	Abandoned
Brazil				
UPNP	7, 9, 11	302 07 266.7	02/13/2002	Abandoned
Germany				
UPNP	9	Not assigned	02/13/2002	Abandoned
India				

UPNP United Kingdom	7, 9, 11, 20	2292550	02/13/2002	Abandoned
UPNP United States	B	76298783	05/28/2002	Abandoned
UPNP & Design  United States	A	76298784	07/02/2002	Abandoned
UPNP & Design  United States	B	76298798	08/13/2001	Abandoned

COMMON LAW (UNREGISTERED) MARKS

Word Marks:

UPNP FORUM (word mark in standard characters)

UPNP FORUM MEMBER (word mark in standard characters)

Design/Stylized Marks:



