Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Trademark Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Aviat U.S., Inc.		09/07/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	NetBoss Technologies, Inc.			
Street Address:	10305 102nd Terrace			
City:	Sebastian			
State/Country:	FLORIDA			
Postal Code:	32958			
Entity Type:	CORPORATION: DELAWARE			

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2790141	NETBOSS
Registration Number:	3439010	NETBOSS XE
Registration Number:	3344982	NETBOSS XT

CORRESPONDENCE DATA

900171825

Fax Number: (202)739-3001

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-739-5723

Email: chimmelfarb@morganlewis.com

Correspondent Name: Carolyn Himmelfarb

Address Line 1: 1111 Pennsylvania Avenue, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

060138.0018
Carolyn Himmelfarb

TRADEMARK **REEL: 004279 FRAME: 0970**

Date:	09/17/2010
Total Attachments: 5 source=NetBoss - Trademark Assignment#psource=NetBoss - Trademark - T	page2.tif
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TRADEMARK REEL: 004279 FRAME: 0971

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Assignment</u>") is entered into as of September 7, 2010 (the "<u>Effective Date</u>") by and between Aviat U.S., Inc., a Delaware corporation ("<u>Assignor</u>") and NetBoss Technologies, Inc., a Delaware corporation ("<u>Assignee</u>").

WHEREAS, the Assignor and Assignee have entered into a certain Asset Purchase Agreement dated as of September 3, 2010 (the "APA"), providing for, among other things, the sale, conveyance, assignment, transfer and delivery by the Assignor of all right, title and interest in and to certain intellectual property owned by the Assignor; and

WHEREAS, the Assignor has agreed to sell, convey, assign, transfer and deliver to the Assignee all right, title and interest in and to the marks and mark applications set forth on Schedule A hereto, together with the goodwill of the businesses associated therewith (the "Marks").

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Assignment</u>. The Assignor hereby assigns to the Assignee all right, title, and interest in and to the Marks, free and clear of all Encumbrances, other than Permitted Encumbrances.
- 2. <u>Rights and Privileges</u>. All rights and privileges, including without limitation the right to sue for and receive all damages from past infringements of the Marks, shall be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
- 3. <u>Further Assurances</u>. The Assignor agrees to execute and deliver at any future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.
- 4. <u>Authorization</u>. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
- 5. <u>Defined Terms</u>. Any capitalized term used but not specifically defined herein shall have the meaning specified in the APA.
- 6. <u>Integration</u>. This Assignment, together with the APA and its Exhibits and Schedules, represents the entire agreement and understanding between the parties concerning the subject matter hereof. This Assignment is subject to the terms and conditions of the APA. The parties acknowledge and agree that the representations, warranties, covenants, and agreements contained in the APA shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or

1747707_6.Doc DB1/65506521.3 inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall prevail. This Assignment may not be amended except by the written agreement of the parties.

7. Counterparts. This Assignment may be executed in two or more counterparts (delivery of which may occur via facsimile or electronic mail attachment in "pdf" or similar format), each of which shall be binding as of the date first written above, and all of which shall constitute one and the same instrument. Each such copy shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

[signature page follows]

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[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment as of the date first written above.

ASSIGNOR:
AVIAT U.S., INC.
By: Italian Lawrence Name: Thomas L. Cronan, III Title: Senior Vice President and Chief Financial Officer
ASSIGNEE:
NETBOSS TECHNOLOGIES, INC.
By: Name: Title:

[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have duly executed this Trademark Assignment as of the date first written above.

Δ	SS	I	C	V	n	R	•

AVIAT U.S., INC.

By:

Name: Thomas L. Cronan, III

Title: Senior Vice President

and Chief Financial Officer

ASSIGNEE:

NETBOSS TECHNOLOGIES, INC.

Name: Jonathan R. Zimbajist

Title: President

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SCHEDULE A

UNITED STATES REGISTRATIONS:

MARK	OWNER	REGISTRATION NUMBER	REGISTRATION DATE
NETBOSS	Aviat U.S., Inc.	2790141	12/09/2003
NETBOSS XE NETBOSS XT	Aviat U.S., Inc. Aviat U.S., Inc.	3439010 3344982	06/03/2008 11/27/2007

UNITED STATES APPLICATIONS:

MARK	OWNER	APPLICATION NUMBER	APPLICATION DATE	STATUS_
What				
NETBOSS XA	Aviat U.S., Inc.	77/114966	02/23/2007	Abandoned
NETBOSS XC	Aviat U.S., Inc.	77/114953	02/23/2007	Abandoned
NLTBOBS AC	117100 0121,			
NETBOSS XD	Aviat U.S., Inc.	77/114974	02/23/2007	Abandoned
NETBOSS XM	Aviat U.S., Inc.	77/114983	02/23/2007	Abandoned
NETDOSS AM	711111 0.5., 1110			
NETBOSS XS	Aviat U.S., Inc.	77/114994	02/23/2007	Abandoned

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RECORDED: 09/17/2010