

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|----------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | LICENSE |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|--|
| Telefonaktiebolaget L M Ericsson | | 01/01/2011 | public limited liability company: SWEDEN |

RECEIVING PARTY DATA

| | |
|--------------------------|----------------------|
| Name: | OPTIMI CORPORATION |
| Street Address: | 75 14th Street NE |
| Internal Address: | Suite 2200 |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30309 |
| Entity Type: | CORPORATION: GEORGIA |

PROPERTY NUMBERS Total: 6

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1313196 | ERICSSON |
| Registration Number: | 2676335 | ERICSSON |
| Registration Number: | 2665187 | ERICSSON |
| Registration Number: | 2679278 | |
| Registration Number: | 2703433 | |
| Registration Number: | 3762291 | MARCONI |

CORRESPONDENCE DATA

Fax Number: (703)299-0036
 Phone: 3303363932
 Email: adrienne@wrb-ip.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Adrienne L. White
 Address Line 1: PO BOX 476

CH \$165.00 1313196

900209429

**TRADEMARK
 REEL: 004677 FRAME: 0543**

Address Line 4: Wadsworth, OHIO 44282

ATTORNEY DOCKET NUMBER: 000307-109

NAME OF SUBMITTER: Adrienne L. White

Signature: /adrienne white/

Date: 12/13/2011

Total Attachments: 5

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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 (hereinafter called the Trademarks).

ERICSSON 

ERICSSON



ERICSSON

MARCONI

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


OPTIMI CORPORATION
75 14th Street NE
Suite 2200
Atlanta, GA 30309
United States

(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 United States under


No. 1313196, 2676335 (ERICSSON )

No. 2665187 (ERICSSON)

No. 2679278, 2703433 ()

No. 3762291 (MARCONI)

And the IP registration designating the U.S.

No. 1024858 / 79077297 ()

Costs for maintaining the registrations shall be borne by Ericsson.

The use of the Trademarks shall be in the way specified on Ericsson Brand Portal or on any other site or in any manual, directive or document succeeding Ericsson

Brand Portal, as changed from time to time 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 customers' confidence 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 (thirty) 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 sublicensee, such occurrence shall be considered to apply to the User in the interpretation of this subarticle 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 tradename 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 tradename 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

Ericsson hereby grants the above rights to the User in consideration of 1 (one) U.S. dollar and other good and valuable considerations.

16. The Entire agreement

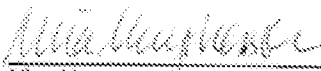
This agreement constitutes the entire trademark agreement between the parties, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties, weather written or oral.

17. Coming into force

This CTL Agreement has come into force on 2011-01-01 and shall have effect from said date.

TELEFONAKTIEBOLAGET L M ERICSSON (publ)

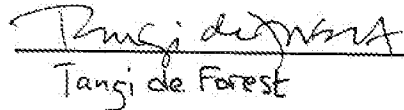
OPTIMI CORPORATION



Nina Macpherson
Senior Vice President
and General Counsel



Christina Petersson
Vice President
and Head of IPR



Tangi de Forest