

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Starent Networks LLC		03/15/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Cisco Systems, Inc.
<b>Street Address:</b>	170 West Tasman Drive
<b>City:</b>	San Jose
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95134
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3162665	ST16
Registration Number:	3528026	ST40
Registration Number:	2776847	STARENT
Registration Number:	3232829	STARENT NETWORKS

**CORRESPONDENCE DATA**

Fax Number: (650)938-5200  
 Phone: (650) 988-8500  
 Email: trademarks@fenwick.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Sally M. Abel, Esq.  
 Address Line 1: 801 California Street  
 Address Line 4: Mountain View, CALIFORNIA 94041

<b>ATTORNEY DOCKET NUMBER:</b>	23764-00071-2185
--------------------------------	------------------

CH \$115.00 3162665

NAME OF SUBMITTER:	Sally M. Abel, Esq.
Signature:	/sabel/
Date:	03/20/2012
<b>Total Attachments: 3</b> source=STARENT (LLC to CSI) ASSNMT signed#page1.tif source=STARENT (LLC to CSI) ASSNMT signed#page2.tif source=STARENT (LLC to CSI) ASSNMT signed#page3.tif	

**CONFIRMATION OF TRADEMARK ASSIGNMENT**

This Confirmation of Trademark Assignment ("**Assignment**") is entered into by and between Starent Networks LLC a Delaware Limited Liability Company ("**Starent**"), and Cisco Systems, Inc., a California corporation ("**CSI**").

**WHEREAS**, pursuant to a prior Asset Transfer Agreement effective December 18, 2009 between Starent and CSI (the "**Asset Transfer Agreement**"), certain intellectual property rights, including without limitation all rights, title and interest in and to the Starent Marks (as defined below), were assigned previously to CSI.

**NOW, THEREFORE**, Starent and CSI agree as follows and confirm that:

"**Starent Marks**" means all of Starent's trademarks, service marks, trade names, trade dress, logos, designs and slogans, in word mark, stylized and/or design formats, including without limitation Starent's trademark registrations and applications (except for Starent's Intent-to-Use U.S. applications for which Amendments to Allege Use or Statements of Use have not yet been filed with the U.S. Patent and Trademark Office) and any and all of Starent's common law rights in the aforementioned items, together with all goodwill associated with and symbolized by the aforementioned items, including without limitation the mark identified in Schedule 1 attached hereto and all of the goodwill associated with and symbolized by such marks.

Starent has assigned and transferred, and CSI has received and accepted, all of Starent's rights, title and interest throughout the world in and to the Starent Marks and all the rights, claims and privileges pertaining to the Starent Marks, including without limitation: the registrations and applications pertaining thereto (except for Starent's Intent-to-Use U.S. applications for which Amendments to Allege Use or Statements of Use have not yet been filed with the U.S. Patent and Trademark Office), together with all of the goodwill of the business associated with and symbolized by the Starent Marks; and the right to sue and recover damages for past, present and future infringements thereof and to stand in the place of Starent in all matters related thereto.

Starent hereby authorizes and requests the United States Commissioner of Patents and Trademarks and the relevant officials of foreign countries to implement this Assignment.

**IN WITNESS WHEREOF**, Starent and CSI have caused this Assignment to be made as of the effective date of the Asset Transfer Agreement referenced above.

**STARENT LLC**

By: Mark T. Gorman  
Name: Mark T. Gorman  
Title: Assistant Secretary  
Date: 3/15/10  
Address: 170 West Tasman Drive  
San Jose, CA 95134  
Attn: Tax Department

**CISCO SYSTEMS, INC.**

By: Mark T. Gorman  
Name: Mark T. Gorman  
Title: VP & Assistant Secretary  
Date: 3/15/10  
Address: 170 West Tasman Drive  
San Jose, CA 95134  
Attn: Tax Department

**SCHEDULE 1  
TO TRADEMARKS ASSIGNMENT**

<u>Country</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
Brazil	INTRACER	830222804	
Brazil	ST16	828617961	828617961
Brazil	ST20	830222790	
Brazil	ST40	828849153	
Brazil	ST500	830365400	
Brazil	STARENT	828617015	828617015
Brazil	STARENT NETWORKS (and Design)	828616370	
Canada	INTRACER	1433719	
Canada	ST16	1312293	TMA701232
Canada	ST20	1433718	
Canada	ST40	1324649	
Canada	ST500	1448169	
Canada	STARENT	1312291	TMA746596
Canada	STARENT NETWORKS (and Design)	1312289	TMA746599
China	INTRACER	7312252	
China	STARENT	5536056	5536056
China	STARENT NETWORKS (and Design)	5536055	5536055
China	STARENT ST20	7312253	
China	STARENT ST500	7657494	
China	VIM	3561954	3561954
European Union	INTRACER	8190845	8190845
European Union	ST20	8190803	
European Union	ST40	5483656	5483656
European Union	ST500	8493355	8493355
European Union	STARENT	5249826	5249826
European Union	STARENT NETWORKS (and Design)	5251996	5251996
European Union	VIM	3171055	3171055
Hong Kong	INTRACER	301316259	301316259
Hong Kong	ST16	300658620	300658620
Hong Kong	ST20	301316240	301316240
Hong Kong	ST40	300764749	300764749
Hong Kong	ST500	301406745	301406745
Hong Kong	STARENT	300698680	300698680
Hong Kong	STARENT NETWORKS (and Design)	300698699	300698699
Hong Kong	VIM	300019683	300019683
India	INTRACER	1802276	
India	ST16	1477662	1477662
India	ST20	1802277	
India	ST40	1505347	1505347
India	ST500	1850861	

India	STARENT	1477663	1477663
India	STARENT NETWORKS (and Design)	1477664	1477664
International Trademark Registration (WIPO)	ST16	A0004963	891629
International Trademark Registration (WIPO)	ST40	A006443	906045
Japan	INTRACER	2009/023784	5249366
Japan	STARENT	2003/061835	4743780
Japan	STARENT NETWORKS (and Design)	2006/075545	5045395
Japan	STARENT ST16	2008/061040	5209509
Japan	STARENT ST20	2009/023785	5259198
Japan	STARENT ST40	2008/061039	5209508
Japan	STARENT ST500	2009-62495	5297837
Macau	INTRACER	N/042230	N/042230
Macau	ST16	N/022740	N/022740
Macau	ST20	N/042229	
Macau	ST40	N/025396	N/025396
Macau	ST500	N/044727	N/044727
Macau	STARENT	N/023592	N/023592
Macau	STARENT NETWORKS (and Design)	N/023593	N/023593
Macau	VIM	N/011541	N/011541
Taiwan	INTRACER	098012644	1385554
Taiwan	ST16	950331846	1307526
Taiwan	ST20	098012599	
Taiwan	ST40	95058925	1307528
Taiwan	ST500	98035550	
Taiwan	STARENT	95040827	1260633
Taiwan	STARENT NETWORKS (and Design)	95040826	1260632
Taiwan	VIM	92032421	1083196
United States	ST16	78/771,332	3,162,665
United States	ST40	77/041,487	3,528,026
United States	STARENT	78/097,680	2,776,847
United States	STARENT NETWORKS (and Design)	78/815,384	3,232,829