

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Polycom, Inc.		05/09/2012	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
Name:	SpectraLink Corporation
Street Address:	1765 W. 121st Avenue
City:	Westminster
State/Country:	COLORADO
Postal Code:	80234
Entity Type:	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 4</b>		
Property Type	Number	Word Mark
Registration Number:	2994870	SPECTRALINK
Registration Number:	1851886	SPECTRALINK
Registration Number:	3164995	SPECTRALINK
Registration Number:	3164996	SPECTRALINK

<b>CORRESPONDENCE DATA</b>	
Fax Number:	8324462424
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	wcpatent@counselip.com
Correspondent Name:	Wong Cabello
Address Line 1:	20333 SH 249 Suite 600
Address Line 4:	Houston, TEXAS 77070

ATTORNEY DOCKET NUMBER:	199-0899
NAME OF SUBMITTER:	John C. Cain

CH \$115.00 2994870

Signature:	/John C. Cain/
Date:	06/05/2012
Total Attachments: 6 source=Signed_Assignment#page1.tif source=Signed_Assignment#page2.tif source=Signed_Assignment#page3.tif source=Signed_Assignment#page4.tif source=Signed_Assignment#page5.tif source=Signed_Assignment#page6.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

This **TRADEMARK ASSIGNMENT AGREEMENT** (this “**Trademark Assignment**”) is made and entered into as of May 9, 2012 (the “**Effective Date**”) by and between Polycom, Inc., a Delaware corporation (“**Assignor**”), and SpectraLink Corporation, a Delaware corporation and wholly-owned subsidiary of Assignor (“**Assignee**”). Assignor and Assignee are referred to collectively herein as the “**Parties.**”

**RECITALS**

A. **WHEREAS**, Assignor (either directly or through its 100% ownership interest in the Assignee) is the exclusive owner of the entire right, title and interest in, to and under the trademark registrations and trademark applications set forth on Schedule 1, together with any and all goodwill associated with any of the foregoing (the “**Trademarks**”);

B. **WHEREAS**, Assignor has agreed to assign and transfer to Assignee, and Assignee has agreed to accept and assume from Assignor, all of Assignor’s right, title and interest in, to and under the Trademarks, such that Assignee will be the exclusive owner of the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agrees as follows, effective immediately:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Trademarks, such that Assignee is the exclusive owner of the Trademarks (including, without limitation, any trademark registrations issuing on any trademark applications listed in Schedule 1), including, without limitation, any registrations and applications of any of the foregoing and any renewals and extensions of any of the foregoing, in the United States and elsewhere, and together with all (i) income, royalties, claims for damages, profits and costs and damages and payments due or payable at the Effective Date or thereafter (including damages and payments for any past, current or future infringements or misappropriations of the Trademarks); (ii) choses in action and rights to sue, recover and collect for any past, present or future infringements or misappropriations of the Trademarks; and (iii) corresponding rights that, now or hereafter, that may be secured throughout the world with respect to the Trademarks.

2. Further Assurances.

(a) Assignor hereby covenants, agrees and undertakes to execute and deliver to Assignee, whenever requested by Assignee and without further compensation to Assignor, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary and/or desirable in connection with the perfection in Assignee of the rights sold, assigned, transferred, conveyed or delivered to Assignee pursuant to this Trademark Assignment, recording such sale, assignment, transfer, conveyance or delivery and for securing to Assignee or for maintaining for Assignee such rights, including, without limitation, the execution of separate assignments to accomplish or record such sale, assignment, transfer, conveyance or delivery to Assignee of such rights in any other country or jurisdiction, and to cooperate and assist reasonably with Assignee to do all other affirmative acts in connection therewith. Assignor hereby irrevocably appoints Assignee as its attorney-in-fact (which such appointment shall be deemed coupled with an interest) with respect to the Trademarks that are the subject of this Trademark Assignment to act in Assignor’s name, place and stead to execute, deliver and record

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any document or instrument of assignment required in any country in which such documents may be required to sell, assign, transfer, convey, delivery or confirm the rights sold, transferred, conveyed, delivered and confirmed herein.

(b) Assignor grants the attorney of record the power to insert on this Trademark Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or trademark offices, for recordation of this document. Assignee shall have the right to file or record this Trademark Assignment and any additional assignment documents as provided in this Section 2 with the United States Patent and Trademark Office and any other equivalent authority, entity or agency anywhere else in the world, and Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and any such equivalent authorities, entities or agencies to record Assignee as the assignee and owner of the Trademarks.

(c) Assignor represents that Assignor has the right, title and interest in, to and under the Trademarks to convey the Trademarks as set forth herein such that Assignee will be the exclusive owner of the Trademarks, and Assignor covenants with Assignee that Assignor has not made, and covenants, agrees and undertakes to not hereafter make, any assignment, grant, mortgage, license, or other agreement affecting the right, title and interest herein conveyed to Assignee.

(d) Assignor shall, upon the Effective Date, deliver to the Assignee copies of the following in Assignor's possession or under Assignor's control, if any: (i) all files, documents and tangible things, as those terms have been interpreted pursuant to rules and laws governing the production of documents and things, constituting, comprising or relating to the investigation, evaluation, preparation, prosecution, maintenance, defense, filing, issuance and registration of the Trademarks, and such files, documents and tangible things constituting, comprising or relating to the assertion or enforcement of the Trademarks to the extent that they could be deemed to affect the scope, validity, or enforceability of the Trademarks to the extent such documentation is located through a reasonable search (which such search Assignor shall have undertaken as of the Effective Date or as promptly as practicable thereafter and in any event no later than the Closing Date (as such term is defined in the Bill of Sale of even date herewith)); and (ii) Assignor's or its agents' list or other means of tracking information relating to the prosecution or maintenance of the Trademarks throughout the world, including, without limitation, the names addresses, email addresses, phone numbers of prosecution counsel and agents, and information relating to deadlines, payments, and filings, which list or other means of tracking information is current as of the Effective Date.

### 3. Miscellaneous.

(a) This Trademark Assignment, including, without limitation, the validity hereof and the rights and obligations of the Parties hereunder, shall be construed in accordance with and governed by the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without giving effect to the conflicts of laws principles thereof.

(b) This Trademark Assignment may be executed in two or more counterparts and by the different Parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a fax machine or by .pdf, .tif, .gif, .jpeg or similar attachment to electronic mail (any such delivery, an "**Electronic Delivery**") shall be treated in all manner and respects

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as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, this Trademark Assignment has been duly executed and delivered by a duly authorized representative of each of the Parties as of the date first above written.

ASSIGNOR

POLYCOM, INC.

By: [Signature]  
Name: SAMUEL DARMON  
Title: CHIEF LEGAL COUNSEL  
EXP CORP DEV.

ACKNOWLEDGMENT

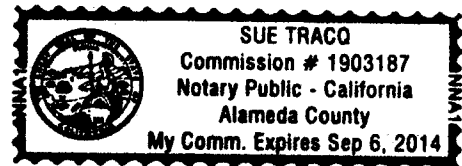
State of California )  
County of )

On May 9, 2012, before me, SUE TRACO, personally appeared Samuel DARMON, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

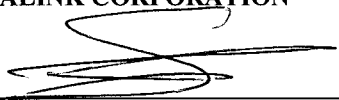
WITNESS my hand and official seal.

[Signature]  
Notary Public  
My Commission Expires on 9/6/14




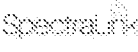
**ASSIGNEE**

**SPECTRALINK CORPORATION**

By:   
Name: SOLID DARRIN H  
Title: PRESIDENT

[SIGNATURE PAGE – TRADEMARK ASSIGNMENT AGREEMENT]

## Schedule A

Mark Name	Country	Status	App No.	Application Date	Registration No.	Registration Date	International Classes
SPECTRALINK	United States	Registered	78/440,928	06/24/2004	2,994,870	09/13/2005	9
SPECTRALINK	United States	Registered	74/115,982	11/15/1990	1,851,886	08/30/1994	9
 SpectralLink	United States	Registered	78/722,142	09/28/2005	3,164,996	10/31/2006	9
 SpectralLink	United States	Registered	78722,109	09/28/2005	3,164,995	10/31/2006	9