

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Openwave Systems, Inc.		04/30/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	OM 1, Inc.		
Street Address:	2100 Seaport Boulevard		
City:	Redwood City		
State/Country:	CALIFORNIA		
Postal Code:	94063		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85203841	AMPLICITY	
CORRESPONDENCE DATA			
Fax Number:	4154421001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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Email:	ralpert@morganlewis.com, patricia.marquez@morganlewis.com, sftrademarks@morganlewis.com		
Correspondent Name:	Rochelle D. Alpert		
Address Line 1:	One Market, Spear Street Tower		
Address Line 4:	San Francisco, CALIFORNIA 94105		
ATTORNEY DOCKET NUMBER:	020923.2000		
NAME OF SUBMITTER:	Rochelle D. Alpert		
Signature:	/rda/		

Date:

07/02/2012

Total Attachments: 8

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 30th day of April, 2012, by and between Openwave Systems Inc., a corporation organized and existing under the laws of Delaware, ("Assignor") and OM 1, Inc., a corporation organized and existing under the laws of Delaware ("Assignee"). All capitalized terms used in this Assignment and not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase and Sale Agreement dated as of April 15, 2012 (the "Purchase Agreement") by and between Assignor and Assignee.

WHEREAS, Assignor holds all right, title and interest in and to the trademarks set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer, sell and convey to Assignee and Assignee has agreed to purchase and acquire, all of Assignor's right, title and interest in and to the Acquired Assets, including the Marks and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, free and clear of any Encumbrances and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, free and clear of any Encumbrances, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

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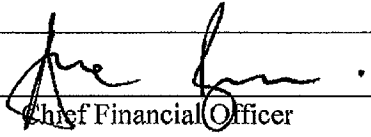
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR:

OPENWAVE SYSTEMS INC.

Name: Anne Brennan

Signature:



Title:

Chief Financial Officer

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 004813 FRAME: 0761

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNEE:

OPENWAVE MOBILITY, INC.

Name:  _____

Signature: Nick Kaiser

Title: Assistant Secretary

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT

**TRADEMARK
REEL: 004813 FRAME: 0762**

Exhibit A

Marks

<u>Trademark</u>	<u>Case Number/Subcase; Country</u>	<u>Status; Class(es)</u>	<u>Application Number/Date</u>	<u>Registration Number/Date</u>
AMPLICITY	America	Allowed 09 Int., 42 Int.	85203841 22-Dec-2010	

ASSET PURCHASE AND SALE AGREEMENT

BY AND BETWEEN

OPENWAVE SYSTEMS INC.

and

OM 1, INC.

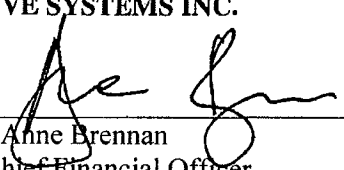
April 15, 2012

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

OPENWAVE SYSTEMS INC.

By: 
Name: Anne Brennan
Title: Chief Financial Officer

OM 1, INC.

By: _____
Name:
Title:


[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

OPENWAVE SYSTEMS INC.

By: _____
Name:
Title:

OM 1, INC.

By:  _____
Name: Nick Kaiser
Title: Assistant Secretary

[Signature Page to Asset Purchase Agreement]