

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT			
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL			
CONVEYING PARTY DATA				
	Name	Formerly	Execution Date	Entity Type
	AT&T Intellectual Property II, L.P., composed of AT&T Intellectual Property, Inc.		09/20/2012	LIMITED PARTNERSHIP: NEVADA
RECEIVING PARTY DATA				
Name:	Rubicon Communications, L.P.			
Street Address:	3800 N. Lamar Blvd., Suite 730-203			
City:	Austin			
State/Country:	TEXAS			
Postal Code:	78756			
Entity Type:	LIMITED PARTNERSHIP: TEXAS			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	3146119	NETGATE	
CORRESPONDENCE DATA				
Fax Number:	5128538800			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	512-853-8800			
Email:	dkgpto@intprop.com			
Correspondent Name:	Dwayne K. Goetzel			
Address Line 1:	P.O. Box 398			
Address Line 4:	Austin, TEXAS 78767-0398			
ATTORNEY DOCKET NUMBER:	5805-02200			
NAME OF SUBMITTER:	Dwayne K. Goetzel			
Signature:	/Dwayne K. Goetzel/			

CH \$40.00 3146119

Date:

10/05/2012

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), effective as of the 20th day of September 2012, is by and between AT&T Intellectual Property II, L.P., composed of AT&T Intellectual Property, Inc., a Nevada limited partnership with an address of 645 East Plumb Lane, Reno, Nevada 89502 ("ASSIGNOR"), and Rubicon Communications, L.P., composed of Jim Thompson, Jamie Thompson, and Rubicon Communications Management Group, LLC, a Texas limited partnership with an address of 3800 N. Lamar Blvd., Suite 730-203, Austin, Texas 78756 ("ASSIGNEE").

I. BACKGROUND

A. ASSIGNOR is the owner of the trademark NETGATE, U.S. Registration No. 3146149, and any and all trade dress associated therewith (the "Mark"), together with the goodwill of the business symbolized thereby in connection with the goods and services on which, or in conjunction with which, the Mark is used (the "Products/Services"); and,

B. ASSIGNOR desires to convey, transfer, assign, deliver, and contribute to ASSIGNEE all of its rights, title, and interest in and to the Mark.

NOW, THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of the mutual agreements herein contained and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

II. AGREEMENT

2.1 For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR's rights, title, and interest in and to the Mark, together with (1) the goodwill of the business relating to the Products/Services upon which the Mark is used, or in conjunction with which the Mark is used, and for which they are registered or for which applications have been filed; (2) all damages hereafter due or payable to ASSIGNOR with respect to the Mark, including but not limited to payments for past or future infringements and misappropriations of the Mark; and (3) all rights to sue for past, present, and future infringements or misappropriations of the Mark.

2.2 ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, logos, designs and domain names associated with the Mark.

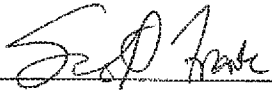
2.3 ASSIGNOR further covenants that it will execute all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE the full right, title, and interest in the Mark.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement, as of the day and year set forth above.

ASSIGNOR:

AT&T Intellectual Property II, L.P.,
composed of AT&T Intellectual
Property, Inc.

Signature



Scott Frank

Printed Name

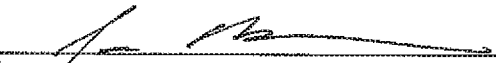
President & CEO

Title

ASSIGNEE:

Rubicon Communications, L.P.,
composed of Jim Thompson, Jamie
Thompson, and Rubicon Communications
Management Group, LLC

Signature



Jim Thompson

Printed Name

Partner

Title