

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
Sunrise Telecom Incorporated		06/26/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	VeEX Inc.
Street Address:	2827 Lakeview Court
City:	Fremont
State/Country:	CALIFORNIA
Postal Code:	94538
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	4138932	INTELLISAM
Registration Number:	2855211	REALWORX
Registration Number:	3941565	RXT
Registration Number:	2693534	S
Registration Number:	2500627	SUNLITE
Registration Number:	2363605	SUNRISE TELECOM
Registration Number:	2478788	SUNSET
Registration Number:	2788910	SUNSET MTT

CORRESPONDENCE DATA

Fax Number: 4083602211
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 408-360-1271
 Email: eburdine@sunrisetelecom.com
 Correspondent Name: Edward E. Burdine

OP \$215.00 4138932

Address Line 1: 302 Enzo Drive
Address Line 4: San Jose, CALIFORNIA 95138

NAME OF SUBMITTER:	Edward E. Burdine
Signature:	/Edward E. Burdine/
Date:	08/26/2013

Total Attachments: 4

source=Assignment and Bill of Sale - VeEX - Sunrise Telecom - 6-26-13 - final#page1.tif
source=Assignment and Bill of Sale - VeEX - Sunrise Telecom - 6-26-13 - final#page2.tif
source=Assignment and Bill of Sale - VeEX - Sunrise Telecom - 6-26-13 - final#page3.tif
source=Assignment and Bill of Sale - VeEX - Sunrise Telecom - 6-26-13 - final#page4.tif

ASSIGNMENT AND BILL OF SALE

This **ASSIGNMENT AND BILL OF SALE** is made and entered into as of June 26, 2013 (this "**Agreement**"), by and between VeEX Inc., a California corporation ("**Buyer**") and Sunrise Telecom Incorporated, a Delaware corporation ("**Seller**").

RECITALS

A. Buyer and Seller have entered into that certain Asset Purchase Agreement dated as of May 31, 2013 (the "**Asset Purchase Agreement**"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, Seller agreed to sell, convey, assign, transfer and deliver to Buyer, and Buyer agreed to purchase from Seller, all right, title and interest in and to the Purchased Assets in exchange for the Purchase Consideration.

C. Buyer and Seller now desire to carry out the intent and purpose of the Asset Purchase Agreement by Seller's execution and delivery to Buyer of this instrument evidencing the sale, conveyance, assignment, transfer and delivery to Buyer of the Purchased Assets.

NOW, THEREFORE, in consideration of the covenants, representations, warranties and mutual agreements set forth herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Other Terms. Seller hereby acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein, and that nothing contained herein shall be deemed to alter or amend the terms and provisions of the Asset Purchase Agreement. In the event of any conflict between the terms and provisions of this Agreement and the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall be deemed to govern and be controlling in all circumstances.

2. Transfer. Pursuant to the terms and conditions of the Asset Purchase Agreement, Seller does hereby sell, convey, assign, transfer and deliver to Buyer, Seller's entire right, title and interest in, to and under all of the Purchased Assets, free and clear of any and all Liens to have and to hold the same, with the appurtenances thereof, unto Buyer, its successors and assigns forever, to and for their own use and benefit.

3. Covenants. Seller, for itself and its successors and assigns, does hereby covenant to take promptly, or cause to be taken, all actions, and to do promptly, or cause to be done, all things necessary, proper or advisable under applicable laws and regulations, to consummate and make effective the conveyance, assignment and transfer of the Purchased Assets contemplated hereby and to obtain all necessary waivers, consents and approvals and to effect all necessary registrations and

filings and to remove any injunctions or other impediments or delays, legal or otherwise, in order to consummate and make effective the conveyance, assignment and transfer of the Purchased Assets contemplated hereby, each for the purpose of securing to Buyer the benefits contemplated by the Asset Purchase Agreement. Seller also agrees to execute and deliver to Buyer all papers, instruments, documents, evidence, and assignments, and to take such actions as reasonably requested by Buyer to register, record, evidence, or perfect Buyer's rights under this Agreement.

4. Consents. To the extent that the assignment of any claim, suit, contract, license, lease, charter, commitment, sales order or purchase order to be assigned to Buyer hereby shall require the consent of the other party thereto, this instrument shall not constitute an assignment of the same if such consent has not been given and if an assignment or attempted assignment without such consent of said other party would constitute a breach thereof or in any way adversely affect the rights, powers, privileges, or liabilities of Seller or Buyer thereunder; provided, however, that once such consent is obtained, this instrument shall effect an assignment of such claim, suit, contract, license, lease, charter, commitment, sales order or purchase order. Seller agrees that it will use its commercially reasonable efforts to obtain any required consent of the other party or parties to all such claims, suits, contracts, licenses, leases, charters, commitments, sales orders or purchase orders of Seller to the assignment thereof to Buyer and will cooperate with Buyer in any arrangement which Buyer shall consider reasonably designed to provide for Buyer the benefits under any such claims, suits, contracts, licenses, leases, charters, commitments, sales orders or purchase orders which are not assigned hereby, including enforcement for the benefit of Buyer of any and all rights, powers and privileges of Seller against the other party or parties thereto arising in respect of any default, breach of cancellation by such other party or parties or otherwise.

5. Power of Attorney. Notwithstanding the foregoing, if Buyer is unable to secure the action of Seller relating to the conveyance, assignment and transfer of the Purchased Assets, then Seller hereby constitutes and appoints Buyer and its successors and assigns as their true and lawful attorneys-in-fact in connection with the transactions contemplated by this instrument, with full power of substitution and resubstitution, in the name and stead of Seller but on behalf of and for the benefit of Buyer and its successors and assigns, to the extent consistent with the intent of the Asset Purchase Agreement, to demand and receive any and all of the Purchased Assets hereby conveyed, assigned and transferred or intended so to be, and to give receipt and releases for and in respect of the same and any part thereof, and from time to time to institute and prosecute, in the name of Seller or otherwise, for the benefit of Buyer or its successors and assigns, proceedings at law, in equity, or otherwise, which Buyer or its successors or assigns reasonably deem proper in order to collect or reduce to possession or endorse any of the Purchased Assets, and to do in all acts and things in relation to the Purchased Assets that Buyer or its successors or assigns deem desirable.

6. Miscellaneous.

a. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective successors and permitted assigns.

b. Counterparts and Facsimile Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature.

c. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of California as such laws apply to agreements entered into and to be performed entirely within California by California residents.

d. Amendments and Waivers. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of the parties.

e. Third Party Actions. Seller hereby agrees to cooperate in defending or prosecuting any claims or litigation relating to the transfer of title as provided herein, and to make available and furnish appropriate documents and testimony in connection therewith.

f. No Third-Party Beneficiaries. This Agreement is not intended and shall not be deemed to confer upon or give any person except the parties hereto and the parties to the Purchased Assets and their respective successors and permitted assigns any right, title, interest, remedy, claim, liability, reimbursement, cause of action or other right under or by reason of this Agreement.

g. Severability. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. The parties agree to negotiate in good faith an enforceable substitute provision for any unenforceable provision that most nearly achieves the intent and economic effect of the unenforceable provision.

h. Headings. All section headings and captions are inserted solely for convenience of reference, are not to be considered a part of this Agreement and shall not affect the meaning or interpretation hereof.

i. Notices. All notices and other communications hereunder shall be delivered as set forth in the Asset Purchase Agreement.

[Remainder of Page Intentionally Left Blank.]

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

SELLER:

SUNRISE TELECOM INCORPORATED

By:  _____

Name: ADAM B. HOWE

Title: CEO

BUYER:

VEEX INC.

By:  _____

Name: PAUL CHANG

Title: CHAIRMAN

Signature Page to Assignment and Bill of Sale