

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
Avistar Communications Corporation		10/07/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Ratsiva, Inc.
Street Address:	13190 SW 68th Parkway
Internal Address:	Suite 200
City:	Portland
State/Country:	OREGON
Postal Code:	97223
Entity Type:	CORPORATION: OREGON

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2556064	AVISTAR
Registration Number:	1983723	AVISTAR
Registration Number:	1951392	A AVISTAR
Registration Number:	1985256	AVISTAR
Registration Number:	1960117	AVISTAR
Registration Number:	2167819	AVISTAR SYSTEMS
Registration Number:	2081929	SHAREBOARD
Registration Number:	2120161	WORLD ON THE DESKTOP

**CORRESPONDENCE DATA**

Fax Number: 5034594142  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 503-459-4141

CH \$215.00 2556064

Email: harnett@ahmrt.com, mccoy@ahmrt.com  
Correspondent Name: Alleman Hall McCoy Russell & Tuttle LLP  
Address Line 1: 806 SW Broadway  
Address Line 2: Suite 600  
Address Line 4: Portland, OREGON 97205

ATTORNEY DOCKET NUMBER:	IFC13204
NAME OF SUBMITTER:	B. Anna McCoy
Signature:	/B. Anna McCoy/
Date:	11/06/2013

**Total Attachments: 8**

source=6 -Trademark Assignment INFS - Avistar Executed (from client), 10-22-13#page1.tif  
source=6 -Trademark Assignment INFS - Avistar Executed (from client), 10-22-13#page2.tif  
source=6 -Trademark Assignment INFS - Avistar Executed (from client), 10-22-13#page3.tif  
source=6 -Trademark Assignment INFS - Avistar Executed (from client), 10-22-13#page4.tif  
source=6 -Trademark Assignment INFS - Avistar Executed (from client), 10-22-13#page5.tif  
source=6 -Trademark Assignment INFS - Avistar Executed (from client), 10-22-13#page6.tif  
source=6 -Trademark Assignment INFS - Avistar Executed (from client), 10-22-13#page7.tif  
source=6 -Trademark Assignment INFS - Avistar Executed (from client), 10-22-13#page8.tif

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Assignment") is made as of October 7 (the "Effective Date"), by and between Avistar (assignment for the benefit of creditors), LLC, a California limited liability company, in its sole and limited capacity as assignee for the benefit of creditors of Avistar Communications Corporation (the "Seller"), and Ratsiva, Inc., an Oregon corporation (the "Buyer"). Seller and Buyer are parties to a certain Asset Purchase Agreement, dated as of October 7, 2013 by and between Seller and Buyer (the "Asset Purchase Agreement"). Capitalized terms used without definitions herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

1. Pursuant to, and upon the terms of, the Asset Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Buyer, and Buyer has agreed to accept, all right, title and interest of Seller in and to any and all trademark rights and copyrights throughout the world, including any and all applications, registrations, and common law marks, together with the goodwill of the business associated with and symbolized by same, held by Seller, including those set forth in Schedule A hereto, together with all common law rights therein and the right of Seller to sue for past infringement of any and all of said trademarks (hereafter collectively referred to as "Marks"), as fully and entirely as the same would have been held and enjoyed by Seller had this Assignment not been made.

2. Seller desires to transfer and assign to Buyer, and Buyer desires to accept the transfer and assignment of all of Seller's right, title and interest in, to and under such Marks.

3. Seller, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, convey, transfer and assign to Buyer, and Buyer hereby accepts the sale, conveyance, transfer and assignment of all right, title and interest of Seller in, to and under the Marks.

4. Notwithstanding anything to the contrary herein, Seller and Buyer are executing and delivering this Assignment in accordance with the Asset Purchase Agreement. This Assignment is subject to all of the terms and conditions of the Asset Purchase Agreement, and does not increase any liabilities or obligations nor decrease any rights or interests of either Seller or Buyer thereunder.

5. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original hereof, and all of which shall constitute a single agreement effective as of the date hereof. Any delivery of an executed counterpart of this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

7. This Assignment shall be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the internal laws of the State of California, without giving effect to any principles of conflicts of law.

IN WITNESS WHEREOF, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

Avistar (assignment for the benefit of creditors), LLC,  
in its sole and limited capacity as the assignee for the  
benefit of creditors of Avistar Communications Corporation

By:  \_\_\_\_\_

Name: Michael A. Maily

Title: Manager

Ratsiva, Inc.

By: \_\_\_\_\_

Name: Raymond Yu

Title: Manager

Trademark Assignment

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

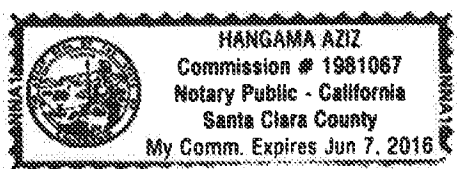
State of California

County of Santa Clara }

On 10/11/13 before me, Hangama Aziz notary public

personally appeared Michael A. Maity

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) 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: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

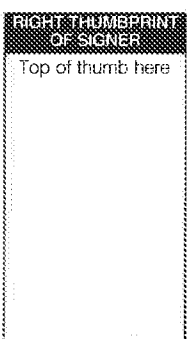
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

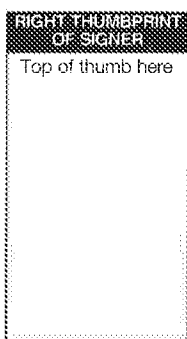
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**IN WITNESS WHEREOF**, Seller and Buyer have executed and delivered this Assignment by their duly authorized representatives as of the Effective Date.

**Avistar (assignment for the benefit of creditors), LLC,  
in its sole and limited capacity as the assignee for the  
benefit of creditors of Avistar Communications Corporation**

By: \_\_\_\_\_

Name: Michael A. Maily

Title: Manager

**Ratsiva, Inc.**

By:  \_\_\_\_\_

Name: Raymond Yu

Title: Manager

ACKNOWLEDGMENT

State of California  
County of Santa Clara

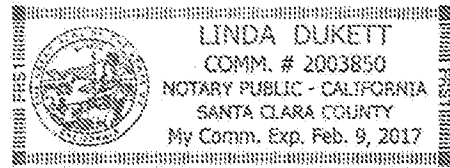
On October 7, 2010 before me, Linda Dukett, Notary Public  
(insert name and title of the officer)

personally appeared Raymond Yu  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name ~~is/are~~  
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same  
in his/~~her~~/their authorized capacity(~~ies~~), and that by his/~~her~~/their signature(~~s~~) on the instrument the  
person(s) or the entity upon behalf of which the person(s) 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 Linda Dukett (Seal)



# Schedule A

## Trademarks

Trademark		Client/Matter/Subclass	Application Number/Date	Publication Number/Date	Registration Number/Date	Status
<b>Friday, December 20, 2011</b> <span style="float: right;">Page: 1</span>						
AVISTAR		348582-816117/CA	199226		TMA475269	Registered
Resp.Off.: SF	Case Type: ORD	Canada	12-Feb-2001	16-Oct-2002	10-Feb-2005	19-Feb-2018
	Class(es):		Attorney(s): HAD KWH		Actions:	
	Client: Avistar Communications Corporation		Client Ref:		Next Renewal	18-Feb-2018
	Agent Name: Sio & McBarney		Agent Ref: 5520-346			
	Owner: Avistar Communications Corporation		Legacy Log:			
<hr/>						
AVISTAR		348582-816994/CH	81708/2001		P-492255	Registered
Resp.Off.: SF	Case Type: ORD	Switzerland	19-Feb-2001		04-Dec-2001	19-Feb-2021
	Class(es): 05,37,42		Attorney(s): HAD KWH		Actions:	
	Client: Avistar Communications Corporation		Client Ref:		Next Renewal	19-Feb-2021
	Agent Name: Ketraco S.A.		Agent Ref: 26769/CH			
	Owner: Avistar Communications Corporation		Legacy Log:			
<hr/>						
AVISTAR		348582-608455/US	78022273		256064	Registered
Resp.Off.: SF	Case Type: ORD	United States of America	25-Aug-2000		02-Apr-2002	01-Apr-2012
	Class(es): 09,37,42		Attorney(s): HAD KWH		Actions:	
	Client: Avistar Communications Corporation		Client Ref:		Next Renewal	02-Apr-2012
	Agent Name: DLA Piper US LLP (San Francisco)		Agent Ref:		SECTION 8 s) RENEWAL DUE	03-Apr-2012
	Owner: Avistar Communications Corporation		Legacy Log:		Renew Grace Period Ends:	02-Oct-2012
<hr/>						
AVISTAR & A DESIGN		348582-816109/CA	790886		TMA475892	Registered
Resp.Off.: SF	Case Type: ORD	Canada	16-Aug-1995		27-Mar-1997	27-Mar-2012
	Class(es):		Attorney(s): HAD KWH		Actions:	
	Client: Avistar Communications Corporation		Client Ref:		Next Renewal	27-Mar-2012
	Agent Name:		Agent Ref:			
	Owner: Avistar Communications Corporation		Legacy Log:			

Trademark		Client/Matter/Subclass	Application Number/Date	Publication Number/Date	Registration Number/Date	Status
<b>Friday, December 23, 2011</b> <span style="float: right;">Page: 2</span>						
AVISTAR & A DESIGN		348582-816116/CA	790297		TMA474695	Registered
Resp.Off.: SF	Case Type: ORD	Canada	16-Aug-1995		17-Apr-1997	17-Apr-2012
	Class(es):		Attorney(s): HAD KWH		Actions:	
	Client: Avistar Communications Corporation		Client Ref:		Next Renewal	17-Apr-2012
	Agent Name:		Agent Ref:			
	Owner: Avistar Communications Corporation		Legacy Log:			
<hr/>						
AVISTAR & A DESIGN		348582-910208/UK	5012006		2852806	Registered
Resp.Off.: SF	Case Type: ORD	United Kingdom	31-Aug-1995		01-Oct-1999	31-Aug-2015
	Class(es): 05,42		Attorney(s): HAD KWH		Actions:	
	Client: Avistar Communications Corporation		Client Ref:		Next Renewal	31-Aug-2015
	Agent Name: CPA Global Limited		Agent Ref: 2880653			
	Owner: Avistar Communications Corporation		Legacy Log:			
<hr/>						
AVISTAR & A DESIGN		348582-909608/US	74044025		1982703	Registered
Resp.Off.: SF	Case Type: ORD	United States of America	08-Mar-1995		05-Jul-1996	02-Jul-2016
	Class(es): 05		Attorney(s): HAD KWH		Actions:	
	Client: Avistar Communications Corporation		Client Ref:		Next Renewal	02-Jul-2016
	Agent Name: DLA Piper US LLP (San Francisco)		Agent Ref:		Section 8 Affidavit Due	02-Jul-2016
	Owner: Avistar Communications Corporation		Legacy Log:			
<hr/>						
AVISTAR & A DESIGN		348582-906811/US	74044009		1951392	Registered
Resp.Off.: SF	Case Type: ORD	United States of America	09-Mar-1995		23-Jun-1996	23-Jun-2016
	Class(es): 37,42		Attorney(s): HAD KWH		Actions:	
	Client: Avistar Communications Corporation		Client Ref:		Section 8 Affidavit Due	23-Jun-2016
	Agent Name: DLA Piper US LLP (San Francisco)		Agent Ref:		Next Renewal	23-Jun-2016
	Owner: Avistar Communications Corporation		Legacy Log:			

Trademark Assignment



Tuesday, December 28, 2011		Trademark List				Page: 3
Trademark	Client/Matter/Subclass	Application Number/Date	Publication Number/Date	Registration Number/Date	Status	Next Renewal
AVISTAR & DESIGN Resp.Off.: SF Case Type: ORD Class(es): Client: Avisto Communications Corporation Agent Name: Owner: Avisto Communications Corporation	348562-910407/CA/ Canada	750388 15-Aug-1993 Attorney(s): HAD KWH Client Ref: Agent Ref: Legacy Log:		TMA429945 13-Feb-1999 Actions Next Renewal	Registered 13-Feb-2013	13-Feb-2013
AVISTAR & DESIGN Resp.Off.: SF Case Type: ORD Class(es): Client: Avistar Communications Corporation Agent Name: Owner: Avistar Communications Corporation	348562-916198/CA/ Canada	790599 16-Aug-1995 Attorney(s): HAD KWH Client Ref: Agent Ref: Legacy Log:		TMA474896 17-Apr-1997 Actions Next Renewal	Registered 17-Apr-2012	17-Apr-2012
AVISTAR & DESIGN Resp.Off.: SF Case Type: ORD Class(es): 09.42 Client: Avisto Communications Corporation Agent Name: CPA Global Limited Owner: Avisto Communications Corporation	348562-910203/UK/ United Kingdom	2032009 31-Aug-1995 Attorney(s): HAD KWH Client Ref: Agent Ref: 1801913 Legacy Log:	01-Aug-1995	2032009 15-Oct-1999 Actions Next Renewal	Registered 31-Aug-2015	31-Aug-2015
AVISTAR & DESIGN Resp.Off.: SF Case Type: ORD Class(es): 09 Client: Avistar Communications Corporation Agent Name: DLA Piper US LLP (San Francisco) Owner: Avistar Communications Corporation	348562-996812/US/ United States of America	74064815 03-Mar-1995 Attorney(s): HAD KWH Client Ref: Agent Ref: Legacy Log:		1965256 09-Jul-1996 Actions Next Renewal Section 8 Affidavit Due	Registered 09-Jul-2016	09-Jul-2016
AVTSTAR & DESIGN Resp.Off.: SF Case Type: ORD Class(es): 37.41 Client: Avistar Communications Corporation Agent Name: DLA Piper US LLP (San Francisco) Owner: Avistar Communications Corporation	348562-909813/US/ United States of America	74064956 05-Mar-1993 Attorney(s): HAD KWH Client Ref: Agent Ref: Legacy Log:		1965117 05-Mar-1995 Actions Next Renewal Section 8 Affidavit Due	Registered 05-Mar-2016	05-Mar-2016
AVISTAR SYSTEMS Resp.Off.: SF Case Type: ORD Class(es): Client: Avisto Communications Corporation Agent Name: Sim & McBurney Owner: Avisto Communications Corporation	348562-919491/CA/ Canada	760342 26-Jul-1994 Attorney(s): HAD KWH Client Ref: Agent Ref: Legacy Log:		542010 07-Mar-2001 Actions Next Renewal	Registered 07-Mar-2016	07-Mar-2016
AVTSTAR SYSTEMS Resp.Off.: SF Case Type: ORD Class(es): 09 Client: Avistar Communications Corporation Agent Name: Mads & Clark LLP Owner: Avistar Communications Corporation	348562-910201/UK/ United Kingdom	1580384 02-Aug-1984 Attorney(s): HAD KWH Client Ref: Agent Ref: Legacy Log:		1580384 02-Aug-1984 Actions Next Renewal	Registered 02-Aug-2021	02-Aug-2021
AVTSTAR SYSTEMS Resp.Off.: SF Case Type: ORD Class(es): 09 Client: Avistar Communications Corporation Agent Name: DLA Piper US LLP (San Francisco) Owner: Avistar Communications Corporation	348562-909804/US/ United States of America	74054689 20-Jan-1994 Attorney(s): HAD KWH Client Ref: Agent Ref: Legacy Log:		2167819 23-Jan-1996 Actions Section 8 Affidavit Due Next Renewal	Registered 23-Jan-2018	23-Jan-2018

Trademark Assignment

Tuesday, December 28, 2011		Trademark List				Page: 7
Trademark	Client-Matter/Subclass Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	
SHAREBOARD Resp.Off.: SF Case Type: ORD Class(es): Client: Avista Communications Corporation Agent Name: Sun & McBurney Owner: Avista Communications Corporation	348562-916196/CA/ Canada	779730 05-Apr-1995 Attorney(s): HAD KWH Client Ref: Agent Ref: Legacy Log:		TMA539659 10-Jul-2000 Actions Next Renewal	Registered 10-Jul-2015 10-Jul-2016	
SHAREBOARD Resp.Off.: SF Case Type: ORD Class(es): 09 Client: Avista Communications Corporation Agent Name: CPA Global Limited Owner: Avista Communications Corporation	348562-910706/UK/ United Kingdom	2015562 27-Nov-1995 Attorney(s): HAD KWH Client Ref: Agent Ref: 1692304 Legacy Log:		2015562 27-Mar-1996 Actions Next Renewal	Registered 27-Mar-2015 27-Mar-2016	
SHAREBOARD Resp.Off.: SF Case Type: ORD Class(es): 08 Client: Avista Communications Corporation Agent Name: DLA Piper US LLP (San Francisco) Owner: Avista Communications Corporation	348562-906808/US/ United States of America	74592065 28-Oct-1994 Attorney(s): HAD KWH Client Ref: Agent Ref: Legacy Log:		7091919 22-Jul-1997 Actions Section 8 Affidavit Due Next Renewal	Registered 22-Jul-2017 22-Jul-2017 22-Jul-2017	
VIDEOLAN Resp.Off.: SF Case Type: ORD Class(es): Client: Avista Communications Corporation Agent Name: Owner: Avista Communications Corporation	348562-916192/CA/ Canada	761890 17-Aug-1994 Attorney(s): HAD KWH Client Ref: Agent Ref: Legacy Log:		TMA521563 27-Mar-2006 Actions Next Renewal	Registered 27-Mar-2015 27-Mar-2015	

Tuesday, December 26, 2011		Trademark List				Page: 8
Trademark	Client-Matter/Subclass Country Name	Application Number/Date	Publication Number/Date	Registration Number/Date	Status Next Renewal	
WORLD ON THE DESKTOP Resp.Off.: SF Case Type: ORD Class(es): Client: Avista Communications Corporation Agent Name: Owner: Avista Communications Corporation	348562-910116/CA/ Canada	792378 12-Sep-1995 Attorney(s): HAD KWH Client Ref: Agent Ref: Legacy Log:	13-Dec-1996	TMA526142 31-Mar-2006 Actions Next Renewal	Registered 31-Mar-2015 31-Mar-2015	
WORLD ON THE DESKTOP Resp.Off.: SF Case Type: ORD Class(es): 09,16 Client: Avista Communications Corporation Agent Name: Katarov S.A. Owner: Avista Communications Corporation	348562-910103/CH/ Switzerland	70531065.4 21-Apr-1995 Attorney(s): HAD KWH Client Ref: Agent Ref: 217530CH Legacy Log:		433274 21-Apr-1995 Actions Next Renewal	Registered 21-Apr-2015 21-Apr-2015	
WORLD ON THE DESKTOP Resp.Off.: SF Case Type: ORD Class(es): 09 Client: Avista Communications Corporation Agent Name: DLA Piper US LLP (San Francisco) Owner: Avista Communications Corporation	348562-906823/US/ United States of America	74536851 15-Jun-1994 Attorney(s): HAD KWH Client Ref: Agent Ref: Legacy Log:		2129161 09-Dec-1997 Actions Next Renewal Section 8 Affidavit Due	Registered 09-Dec-2017 09-Dec-2017 09-Dec-2017	

Trademark Assignment

RECORDED: 11/07/2013

TRADEMARK  
REEL: 005149 FRAME: 0960