

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	Asset Purchase Agreement																										
CONVEYING PARTY DATA																											
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CORRESPONDENCE DATA																											
Fax Number: 3172317433 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> Phone: 3172361313 Email: ofleming@btlaw.com Correspondent Name: Olivia M. Fleming, Barnes & Thornburg LLP Address Line 1: 11 South Meridian Street Address Line 4: Indianapolis, INDIANA 46204-3535																											
ATTORNEY DOCKET NUMBER:	ALLOPTIC																										
NAME OF SUBMITTER:	Olivia M. Fleming																										
Signature:	/ofleming/																										
Date:	12/05/2013																										

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**Total Attachments: 6**

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement"), dated as of January 29, 2010, is entered into by and between Communications Test Design, Inc., a Pennsylvania corporation ("Buyer"), and Alloptic, Inc., a Delaware corporation ("Seller").

### WITNESSETH

WHEREAS, Seller owns certain assets that it uses in the conduct of the Business (as defined below); and

WHEREAS, Buyer desires to purchase from Seller, and Seller desires to sell to Buyer, the Purchased Assets (as defined below), which represent substantially all of the assets of Seller, upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the respective covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I DEFINITIONS

1.1 Defined Terms. As used herein, the terms below shall have the following meanings. Any of such terms, unless the context otherwise requires, may be used in the singular or plural, depending upon the reference.

"Arcapita" shall mean Arcapita Ventures I Limited, a company limited by shares and organized under the laws of the Cayman Islands.

"Arcapita License Agreement" shall mean the Intellectual Property License Agreement dated June 9, 2009 by and between Seller and Arcapita.

"Assumed Contracts" shall mean all Customer Contracts, Equipment Leases and Other Contracts; provided, however, that (i) Sections 20 and 21 of the Motorola Contract shall be excluded from the Assumed Contracts and (ii) Seller shall not assign, and Buyer shall not assume, any of the obligations under Sections 20 and 21 of the Motorola Contract.

"Books and Records" shall mean all books and records of Seller relating to the Business, including all product designs and customer and supplier lists of the Business.

"Business" shall mean the business of, directly or indirectly, designing, manufacturing, assembling, marketing, selling, repairing and supporting the Products.

"Closing" shall mean the closing of the transactions contemplated by this Agreement.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder.

“Trademarks” shall mean all registered trademarks relating exclusively to the Business or the Purchased Assets as of the Closing Date, all of which are listed in Schedule 1.1(I).

## 1.2 Other Defined Terms

The following terms shall have the meanings defined for such terms in the Sections set forth below:

<u>Term</u>	<u>Section</u>
Action	4.5
Allocation	2.4
Annual Revenues	6.8
Assumed Liabilities	2.2
Assumed Purchasing Commitments	2.2
Basket	7.3
Business Assets	6.10
Confidential Information	6.2
Discontinuance Notice	6.10
Earn-Out	6.8
Earn-Out Period	6.8
Enforceability Exceptions	4.3
Huawei Revenue Split Payments	2.6
Initial Earn Out Statement	6.8
Independent Accountant	6.8
IRS	2.4
Loss Claims	7.3
Losses	7.3
Notice of Disagreement	6.8
Preliminary Payment	6.8
Purchase Price	2.3
Review Period	6.8
ROFR Notice	6.10
ROFR Sale Agreement	6.10
Sale Agreement	6.10
Seller Employees	6.5
Survival Period	7.3
Transition Employees	6.11
Transition Period	6.11

## ARTICLE II PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Sale of Assets. Upon the terms and subject to the conditions contained herein, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Buyer, subject to the Permitted Liens, and Buyer shall purchase and acquire from Seller, the Purchased Assets, for the purchase price specified below in this Article II.

**Schedule 1.1 (I)  
Trademarks**

**Registered Corporate Identifiers**

Identifier	Registration, Expiry
Alloptic	US, 2013
Alloptic	Canada, 2020
A and design	US, 2013
A and design	Canada, 2019
Fiberoptic Access Solutions	US, 2012
GEMS	US, 2013
GIGAVU	US, 2013
Reinventing the access network	US, 2013

**Product Family Identifiers**

Product Family	Status
edge	Trademark
EdgeVideo	Trademark
Edge Telephony	Trademark

**Product Names**

Product Name	Status
edge2000	Trademark
edge200	Trademark
EPSP	Trademark
MicroNode	Trademark
Home Gateway 300	Trademark
home4000	Trademark
Xgen1000	Trademark
Xgen5000	Trademark
Xgen6000	Trademark
Xgen7000	Trademark
Xgen8000	Trademark
Xgen9000	Trademark
DPC	Trademark
GigaVu	Registered
GEMS	Registered
MDUGEAR	Registered
TVGEAR	Registered
BizGEAR	Registered
CurbGEAR	Registered
HomeGEAR	Registered

AceGEAR	Registered
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**Service Family Identifiers**

<b>Service Family</b>	<b>Status</b>
AllCare	Registered Service Mark

**Service Products**

<b>Service Products</b>	<b>Status</b>
AllCare8	Registered Service Mark
AllCare24	Registered Service Mark
AllTraining	Registered Service Mark

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on their respective behalf, by their respective officers thereunto duly authorized, all as of the day and year first above written.

COMMUNICATIONS TEST DESIGN,  
INC.

ALLOPTIC, INC.

By: *Gerald S. Parsons*

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

Name: Gerald S. Parsons

Name: \_\_\_\_\_

Title: Chairman & CEO

Title: \_\_\_\_\_

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

TRADEMARK  
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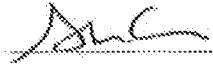
COMMUNICATIONS TEST DESIGN,  
INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ALLOPTIC, INC.

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

Name: SHANE ELENIK

Title: EVP Marketing &  
Business Development

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]