

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM305809

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BYTESPHERE, LLC		04/04/2014	CORPORATION:

RECEIVING PARTY DATA

Name:	EXFO SERVICE ASSURANCE INC.
Street Address:	270 BILLERICA ROAD
City:	CHELMSFORD
State/Country:	MASSACHUSETTS
Postal Code:	01824
Entity Type:	CORPORATION: MASSACHUSETTS CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2814374	OIDVIEW
Registration Number:	2932943	BYTESPHERE

CORRESPONDENCE DATA

Fax Number: 6177424214
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 617-573-4700
Email: ipboston.docketing@nelsonmullins.com
Correspondent Name: NELSON MULLINS RILEY & SCARBOROUGH LLP
Address Line 1: ONE POST OFFICE SQUARE
Address Line 2: JOHN S. CURRAN
Address Line 4: BOSTON, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	BTE-004; BTE-005
NAME OF SUBMITTER:	John S. Curran
SIGNATURE:	/John S. Curran/
DATE SIGNED:	05/28/2014

Total Attachments: 6

source=2014_05_28_Assignment_BTE-EXFO#page1.tif
 source=2014_05_28_Assignment_BTE-EXFO#page2.tif
 source=2014_05_28_Assignment_BTE-EXFO#page3.tif
 source=2014_05_28_Assignment_BTE-EXFO#page4.tif

CH \$65.00 2814374

source=2014_05_28_Assignment_BTE-EXFO#page5.tif
source=2014_05_28_Assignment_BTE-EXFO#page6.tif

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of April 4, 2014 (the "**Agreement**"), is made by and between ByteSphere, LLC, a Massachusetts limited liability company (the "**Company**"), Nicholas Saporoff, an individual residing in The Commonwealth of Massachusetts (the "**Shareholder**" and, together with the Company, the "**Assignors**" and each, an "**Assignor**"), and EXFO Service Assurance Inc., a Delaware corporation (the "**Assignee**"). Capitalized terms used herein and not defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Assignors and the Assignee have entered into an Asset Purchase Agreement (the "**Asset Purchase Agreement**"), dated as of April 4, 2014, pursuant to which each of the Assignors agreed to sell all of the Purchased Assets and assign all of the Assumed Liabilities, and the Assignee agreed to purchase such Purchased Assets and assume such Assumed Liabilities; and

WHEREAS, concurrently with the execution and delivery of this Agreement, the Assignors and the Assignee are closing the transactions contemplated by the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein and in the Asset Purchase Agreement, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment to the Assignee.** Each of the Assignors hereby sells, transfers and assigns to the Assignee, its legal representatives, successors and assigns, forever, all its respective right, title and interest in, to the Assumed Liabilities.
2. **Assumption of Liabilities.**
 - a. The Assignee hereby accepts the assignments and transfers effected hereby and agrees to pay, discharge and perform when due, as appropriate, the Assumed Liabilities.
 - b. Except for the Assumed Liabilities, the Assignee is not assuming or in any way taking responsibility for any other liabilities or other obligations of any of the Assignors or any other person or the entity in connection with the transactions contemplated by the Asset Purchase Agreement.
3. **Covenant of Further Assurances of the Assignors.** Each of the Assignors agrees that in the event there are any agreements, commitments, instruments or other rights covered by this Agreement that cannot be transferred or assigned by any of the Assignors without the consent or notice to a third party, which consent or notice has not, at the date of delivery hereof, been given or obtained, the beneficial interest in and to

each such agreement, commitment, instrument or other rights are hereby held by such Assignor in trust for, and for the exclusive benefit of the Assignee.

4. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

5. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of The Commonwealth of Massachusetts, without regard to its principles of conflicts of laws.

6. **Further Instruments.** The parties hereby agree to execute and have executed all such further assignments, instruments of transfer and agreements as may be necessary in order to effect the assumption of the Assumed Liabilities.

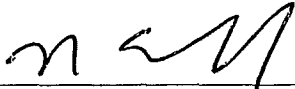
7. **Conflicts.** The provisions of this Agreement are subject, in all respects, to the terms and conditions of the Asset Purchase Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this Agreement to the extent indicated in the Asset Purchase Agreement. Neither the making nor the acceptance of this Agreement shall enlarge, restrict or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by any of the Assignors or the Assignee of any liabilities, duties or obligations imposed upon them by the terms of the Asset Purchase Agreement.


8. **No Third Party Beneficiaries.** This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal on the date first set forth above.

BYTESPHERE, LLC

By: 
Name: NICHOLAS SAPAROFF
Title: President, CTO, Founder


Nicholas Saparoff

EXFO SERVICE ASSURANCE INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal on the date first set forth above.

BYTESPHERE, LLC

By: _____
Name:
Title:

Nicholas Saporoff

EXFO SERVICE ASSURANCE INC.

By: _____
Name: Germain Lamonde
Title: President

BR

Schedule 1.1(a)

Purchased Assets (including all Company Intellectual Property)

Source code for OiDVIEW, Trap Manager, JaguarSX, Agent Products

Source code for all Network Management related tools and prototypes

Domain names oidview.com, oidview.net, bytesphere.com, mibapi.com, snmpmibs.com, oidview.cn, oidview.de, oidview.info, oidview.org, jaguarsx.com, mibbrowser.net, oidapi.com, oidservice.com, qosmanager.com, snmp-mib-browser.com, snmp.info, snmplink.net, snmpapi.com, snmpmibbrowser.com, snmptrap.net, snmptrapmanager.com, snmptraps.com, trapapi.com, oidview.co.uk, mibdownload.com, bytesphere.tel, mibbrowser.tel, snmp.tel

Issued Patents 7,822,836 7,912,950 8,244,843

Pending Patent Application 12/129,914

Trademarks OiDVIEW and ByteSphere

All Marketing Information including Salesforce.com and AWEBER, KissMetrics, Google Analytics accounts

Networking and Computer equipment including 1 DELL PowerEdge Server with full PS and HD redundancy, 3 DELL SC1435 Blade servers with disk and 36G RAM upgrades, 8 Cisco Routers, 1 Cisco Catalyst Switch, 2 3COM Workgroup Switches, 1 Packeteer Traffic Shaper, 2 Sonicwall Firewalls, 1 Sonicwall HA Firewall, 2 Battery Backups, 1 DELL Desktop, 1 DELL Laptop, 1 Macbook Air, 1 Thunderbolt Display, 1 NAS device, 4 NETGEAR workgroup switches, 1 SMC Workgroup Switch, 1 NETGEAR WAP, 1 Brother MFC.

Third Party License

West Hawk SNMP library (free open source / MIT license) -

<http://sourceforge.net/projects/westhawksnmp/>

Javolution (BSD license) - <http://javolution.org/>

jFormula (Commercial license) - <http://www.japisoft.com/formula/>

Bouncy-Castle Encryption (MIT X11 license) - <http://www.bouncycastle.org/licence.html>

H2 Embedded Database (MPL) - <http://www.h2database.com/html/main.html>

RockSAW ICMP library (Apache 2.0) - <http://www.savarese.org/software/rocksaw/>

Apache Log4j (Apache 2.0) - <http://logging.apache.org/log4j/index.html>

Apache Commons (Apache 2.0) - <http://commons.apache.org/>

nSoft IPWorks (Commercial license) - <http://www.nsoftware.com/ipworks/>

Jetty Webserver v6 (Apache 2.0) - <http://jetty.codehaus.org/jetty/>

Quercus (Caucho Developer Source License 1.2) -

http://www.caucho.com/sales/Caucho_Developer_Source_License_Agreement_v1.2.pdf

JFreeChart (LGPL) - <http://www.jfree.org/jfreechart/>

TRADEMARK

REEL: 005290 FRAME: 0914

GNU JAXP (GPL w/Exception) - <http://www.gnu.org/software/classpath/license.html>
iTEXT (Commercial OEM Server License) - <http://itextpdf.com/itext.php>
SysLog4j (LGPL) - <http://syslog4j.org/docs/LICENSE.txt>
d3 visualization library (BSD) - <http://d3js.org/>

Purchased Contracts

None

Leased Property

Please see APPENDIX 1 [OiDVIEW Lease - 15 E Central St.doc](#) and APPENDIX 2 [BYTESPHERE_LEASE_ADDENDUM.pdf](#)