

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306671

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nokia Corporation		04/25/2014	CORPORATION: FINLAND
RECEIVING PARTY DATA			
Name:	Microsoft Mobile Oy		
Street Address:	Keilaranta 7		
City:	Espoo		
State/Country:	FINLAND		
Entity Type:	CORPORATION: FINLAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	85699149	ASHA	
Serial Number:	85166816	CLEARBLACK	
Serial Number:	85512775	LUMIA	
Serial Number:	77447124	MURAL	
Serial Number:	85804086	PUREMOTION	
Serial Number:	85508559	PUREVIEW	
Registration Number:	3936230	SURGE	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<i>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.</i>			
Phone:	206-359-8000		
Email:	pctrademarks@perkinscoie.com, sstewart@perkinscoie.com		
Correspondent Name:	Grace Han Stanton / Perkins Coie LLP		
Address Line 1:	1201 Third Ave.		
Address Line 2:	Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	41826-7070		
DOMESTIC REPRESENTATIVE			
Name:	Perkins Coie LLP		
Address Line 1:	1201 Third Ave.		

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TRADEMARK

Address Line 2:	Suite 4900
Address Line 4:	Seattle, WASHINGTON 98101
NAME OF SUBMITTER:	Grace Han Stanton
SIGNATURE:	/Grace Han Stanton/
DATE SIGNED:	06/04/2014
Total Attachments: 3 source=TM Assignment & Schedule Nokia to Microsoft#page1.tif source=TM Assignment & Schedule Nokia to Microsoft#page2.tif source=TM Assignment & Schedule Nokia to Microsoft#page3.tif	

DEED OF ASSIGNMENT OF TRADEMARKS

This DEED OF ASSIGNMENT OF TRADEMARKS (hereinafter the "Deed of Assignment") is entered into on April 25, 2014, by and between:

- (1) NOKIA CORPORATION, a corporation organized under the laws of Finland with corporate identifier 0112038-9 and with a registered address at Keilalahdentie 4, 02150 Espoo, Finland ("Nokia"); and
- (2) MICROSOFT MOBILE OY, a corporation organized under the laws of Finland and with a registered address at Keilaranta 7, 02150 Espoo, Finland.

Nokia and Microsoft are hereinafter collectively referred to as the "Parties" and separately as a "Party", as applicable in the context. Defined terms, indicated by use of initial capitalization, not defined in this Deed of Assignment shall have the meaning ascribed to them in the Purchase Agreement (as defined below).

WHEREAS:

- (A) Microsoft's Affiliate Microsoft International Holdings B.V. and Nokia have on 2 September 2013 entered into a Stock and Asset Purchase Agreement (the "Purchase Agreement"), pursuant to which, among other things, Nokia agreed to (and to cause its applicable relevant Subsidiaries to) sell, convey, assign, transfer and deliver to Microsoft or one of its Affiliates, among other things, all of Nokia's and/or its applicable relevant Subsidiaries' right, title in and interest to the registered and applied for trademarks set forth on Schedule A hereto;
- (B) The Parties now desire to enter into this Deed of Assignment to effect and validate the assignment and transfer of all such trademarks to Microsoft and to record such assignment and transfer in the relevant administrative agencies.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEED OF ASSIGNMENT

Nokia (on behalf of itself and its Subsidiaries) hereby sells, conveys, assigns, transfers and delivers to Microsoft, free and clear of all Encumbrances (other than Permitted Encumbrances) all of Nokia's and its Subsidiaries' right, title and interest worldwide in and to the trademark registrations and applications set forth in Schedule A of this Deed of Assignment and any registrations or renewals of such registrations, together with the goodwill symbolized by any of the foregoing and all common-law rights relating thereto (the "Transferred Trademarks"), including, without limitation, all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter in effect, for Microsoft's own use and enjoyment, and for the use and enjoyment of Microsoft's successors, assigns or other legal representatives.

Nokia, on behalf of itself and its Subsidiaries, hereby requests the National Board of Patents and Registration of Finland, the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable jurisdictions, to record Microsoft as the assignee and owner of the Transferred Trademarks.

Nokia agrees to (and to cause its applicable Subsidiaries to) take all further actions and execute all further documents reasonably requested by Microsoft, at Microsoft's reasonable expense, to effect,

validate and record this Deed of Assignment (as a whole or with respect to any countries or jurisdictions) in all applicable countries and jurisdictions and with all relevant administrative agencies.

This Deed of Assignment shall be governed by and construed in accordance with the Laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to any conflict of laws principles that might provide for the application of the law of any other jurisdiction. With respect to any action, suit or other proceeding resulting from, relating to or arising out of this Deed of Assignment, the Parties hereto irrevocably and unconditionally submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York, or if such court will not accept jurisdiction, any court of competent civil jurisdiction sitting within the Southern District of New York.

II. COUNTERPARTS

IN WITNESS WHEREOF, this Deed of Assignment has been duly signed and executed on the date written above by the Parties hereto through their duly authorized representatives in two (2) identical original copies, one (1) for each Party.

NOKIA CORPORATION (FOR AND ON BEHALF OF ITSELF AND ITS SUBSIDIARIES)

Signature:

Name Clarification:

Cristina L. Hamley
Sr. Legal Counsel

DALY
VP M: A

Title:

Date:

APRIL 25, 2014

April 25, 2014

MICROSOFT MOBILE Oy

Signature:

Name Clarification:

Ben Orndorff

Title:

Director

Date:

APRIL 25, 2014

Schedule A: Transferred Trademark Registrations and Applications

Schedule A

Country	Trademark Name	Status	App No.	App. Date	Reg. No.
US	ASHA	Published	85699149	9.8.2012	
US	CLEARBLACK	Registered	85166816	2.11.2010	4055180
US	LUMIA	Registered	85512775	10.1.2012	4255230
US	MURAL	Registered	77/447124	14.4.2008	3712818
US	PUREMOTION	Pending	85804086	17.12.2012	
US	PUREVIEW	Registered	85508559	4.1.2012	4262512
US	SURGE	Registered	77700087	26.3.2009	3936230