

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317565

|   |  |                       |                       |
|---|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                       |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                       |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>    |
| Purewave Networks, Inc.   |  | 09/02/2014            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                       |
| <b>Name:</b>  | Redline Innovations Group Inc.                     |                       |                       |
| <b>Street Address:</b>  | 302 Town Centre Blvd.                              |                       |                       |
| <b>City:</b>  | Markham, Ontario                                   |                       |                       |
| <b>State/Country:</b>   | CANADA   |                       |                       |
| <b>Postal Code:</b>   | L3R 0ES  |                       |                       |
| <b>Entity Type:</b>   | CORPORATION: DELAWARE                              |                       |                       |
| <b>PROPERTY NUMBERS Total: 2</b>  |  |                       |                       |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                       |
| <b>Registration Number:</b>   | 3450898  | PUREWAVE NETWORKS     |                       |
| <b>Registration Number:</b>   | 3412821  | PUREWAVE NETWORKS     |                       |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                       |
| <b>Fax Number:</b>  | 2123553333   |                       |                       |
| <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> |  |                       |                       |
| <b>Phone:</b>   | 212-813-8800                                       |                       |                       |
| <b>Email:</b>   | NY-TM-Admin@goodwinprocter.com                     |                       |                       |
| <b>Correspondent Name:</b>  | GOODWIN PROCTER LLP/Janis Nici                     |                       |                       |
| <b>Address Line 1:</b>  | 620 Eighth Avenue                                  |                       |                       |
| <b>Address Line 4:</b>  | New York, NEW YORK 10018                           |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 120502234964                                       |                       |                       |
| <b>NAME OF SUBMITTER:</b>   | Janis Nici   |                       |                       |
| <b>SIGNATURE:</b>   | /janis nici/                                       |                       |                       |
| <b>DATE SIGNED:</b>   | 09/22/2014   |                       |                       |
| <b>Total Attachments: 5</b>   |  |                       |                       |
| source=purewave TM assgt#page1.tif  |  |                       |                       |
| source=purewave TM assgt#page2.tif  |  |                       |                       |
| source=purewave TM assgt#page3.tif  |  |                       |                       |
| source=purewave TM assgt#page4.tif  |  |                       |                       |
| source=purewave TM assgt#page5.tif  |  |                       |                       |
| <b>TRADEMARK</b>  |  |                       |                       |

OP \$65.00 3450898

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made effective this 2<sup>nd</sup> day of September, 2014, by and between PUREWAVE NETWORKS, INC., a Delaware corporation, having a usual place of business at 3951 Burton Drive, Santa Clara, CA 95054 ("Assignor") and REDLINE INNOVATIONS GROUP INC., a Delaware corporation, having a usual place of business at 302 Town Centre Blvd., Markham, Ontario L3R 0E5 Canada ("Assignee"). Capitalized terms not defined herein have the meanings assigned to such terms in the Purchase Agreement (defined below).

**Recitals**

- A. Assignor holds all right, title and interest in and to the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks");
- B. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee substantially all of the assets of Assignor relating to the Business, including the Marks and the goodwill of the Business symbolized thereby;
- C. Assignor desires to sell and assign to Assignee all of Assignor's Marks and Assignee desires to acquire the Marks and the goodwill of the Business symbolized thereby from Assignor.
- D. The execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

**Agreement**

In consideration of the premises set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the Business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any U.S. State, or any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

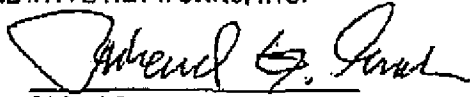
Assignee and Assignor also agree that multiple copies of this Assignment may be executed and exchanged by electronic means including by email as a pdf attachment, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

*[Remainder of page intentionally left blank]*

Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

**ASSIGNOR:**

PUREWAVE NETWORKS, INC.

By:   
Name: Richard G. Couch  
Title: CEO

**ASSIGNEE:**

REDLINE INNOVATIONS GROUP INC.

By: \_\_\_\_\_  
Name: Robert Williams  
Title: CEO

*[Signature Page to Trademark Assignment]*

Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

**ASSIGNOR:**

PUREWAVE NETWORKS, INC.

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

Name: Richard G. Couch

Title: CEO

**ASSIGNEE:**

REDLINE INNOVATIONS GROUP INC.

By: 

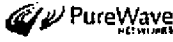
Name: Robert Williams

Title: CEO

*[Signature Page to Trademark Assignment]*

**Exhibit A**

**Marks**

| Citation  | Source | Image   | Owner Name              | Class | Application Number | Registration Number | Status     |
|---|--------|---|-------------------------|-------|--------------------|---------------------|------------|
| PUREWAVE NETWORKS<br>Cross<br>References:<br>PURE WAVE NETWORKS | USPTO  |  | PUREWAVE NETWORKS, INC. | 9     | App 78640312       | Reg 3450898         | Registered |
| PUREWAVE NETWORKS<br>Cross<br>References:<br>PURE WAVE NETWORKS | USPTO  | PUREWAVE NETWORKS   | PUREWAVE NETWORKS, INC. | 9     | App 78640300       | Reg 3412821         | Registered |