

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317728

<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>
MetraTech Corp.		09/15/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Telefonaktiebolaget L M Ericsson		
<b>Street Address:</b>	Torshamnsgatan 23, SE-164 83		
<b>City:</b>	Stockholm		
<b>State/Country:</b>	SWEDEN		
<b>Entity Type:</b>	CORPORATION: SWEDEN		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3973647	BIGGER THAN BILLING	
<b>Registration Number:</b>	3973646	BILL PILOT	
<b>Registration Number:</b>	4480365	COMMERCE DECISION ENGINE	
<b>Registration Number:</b>	3970122	METANGA	
<b>Registration Number:</b>	3876291	METRABILL	
<b>Registration Number:</b>	2801035	METRACARE	
<b>Registration Number:</b>	3876293	METRACONFIG	
<b>Registration Number:</b>	3876290	METRAFLOW	
<b>Registration Number:</b>	2677502	METRANET	
<b>Registration Number:</b>	3876292	METRAOFFER	
<b>Registration Number:</b>	2867302	METRAPARTNER	
<b>Registration Number:</b>	2801033	METRAPAY	
<b>Registration Number:</b>	2798721	METRASDK	
<b>Registration Number:</b>	2388233	METRATECH	
<b>Registration Number:</b>	2798722	METRAVIEW	
<b>Registration Number:</b>	2836296	METRAWEB	
<b>Registration Number:</b>	2709984	WITHOUT BILLING, IT'S JUST A HOBBY	
<b>Serial Number:</b>	85959159	BEHAVIORAL BILLING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<b>TRADEMARK</b>			

**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.**

**Email:** mmakover@paulweiss.com, dewilliams@paulweiss.com  
**Correspondent Name:** Matthew S. Makover  
**Address Line 1:** 1285 Avenue of the Americas  
**Address Line 4:** New York, NEW YORK 10019-6064

<b>ATTORNEY DOCKET NUMBER:</b>	18693-038
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<b>NAME OF SUBMITTER:</b>	Matthew S. Makover
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<b>SIGNATURE:</b>	/Matthew S. Makover/
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<b>DATE SIGNED:</b>	09/23/2014
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**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the "Assignment") dated as of September 15, 2014, is made by and between MetraTech Corp., a Delaware corporation having its principal place of business at 200 West Street, Waltham, MA, USA 02451 ("Assignor") and Telefonaktiebolaget L M Ericsson, a Swedish corporation having its principal place of business at Torshamnsgatan 23, SE-164 83 Stockholm, Sweden ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Ericsson, Inc. ("Ericsson") entered into that certain Asset Purchase Agreement, dated as of July 28, 2014 (the "Acquisition Agreement"); and

WHEREAS, pursuant to the Acquisition Agreement, Assignor shall sell, assign transfer and deliver to Ericsson, and Ericsson shall purchase and acquire from Assignor, all of Assignor's right, title and interest in, to and under certain of Assignor's trademarks, and any registrations thereof or applications therefor, including those listed in Schedule A hereto and including all goodwill associated therewith (the "Trademarks").

WHEREAS, in accordance with the APA, Ericsson has assigned to Assignee, an affiliate Ericsson, Ericsson's right to purchase and acquire all of Assignor's right, title and interest in, to and under the Trademarks.

NOW, THEREFORE, in consideration of the premises and covenants set forth herein and in the Acquisition Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1.1 Assignment. Assignor hereby sells, assigns transfers and delivers to Assignee, and Assignee hereby purchases and acquires from Assignor, all of Assignor's right, title and interest in and to the Trademarks as of the Closing Date, together with (i) all income, royalties, damages and payments related thereto due or payable (except for payment obligations accrued for periods prior to the Closing Date), (ii) the right, if any, to register, prosecute, maintain and defend the Trademarks before any public or private agency or registrar, and (iii) the right to sue and recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations thereof, the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations, and the right to fully and entirely stand in the place of each member of the Seller Group in all matters related thereto.

Section 1.2 Acknowledgement. Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, Assignee shall be the exclusive owner of the Trademarks.

Section 1.3 Cooperation. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment herein with the appropriate government entity. At Assignee's sole cost and expense, Assignor shall execute and deliver such other documents and take all other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment and to perfect Assignee's right, title

and interest in and to the Trademarks, including, without limitation, its recordation in relevant U.S. and foreign local, state and national trademark offices.

Section 1.4 EXCLUSION OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THE ACQUISITION AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF, AND ANY REPRESENTATIONS OR WARRANTIES RELATING TO THIS ASSIGNMENT OR THE SUBJECT MATTER HEREOF ARE HEREBY DISCLAIMED.

Section 1.5 General Provisions. This Assignment, the Acquisition Agreement, including the Seller Disclosure Letter, the Buyer Disclosure Letter and any Appendices and Exhibits attached thereto, and the Ancillary Agreements constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. Nothing contained in this Assignment supersedes, alters or modifies any of the obligations, agreements, covenants or warranties of Assignor, Ericsson or Assignee under the Acquisition Agreement or the Ancillary Agreements (all of which survive the execution and delivery of this Assignment as provided and subject to the limitations set forth in the Acquisition Agreement). In the event of any conflict between the terms of this Assignment and the terms of the Acquisition Agreement or the Ancillary Agreements, the terms of the Acquisition Agreement or the applicable Ancillary Agreement shall control. This Assignment shall not be interpreted to broaden the scope of Ericsson's or Assignee's rights with respect to the Trademarks beyond those rights provided in the Acquisition Agreement. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

Section 1.6 Governing Law; Jurisdiction and Venue. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to any conflict of laws provisions thereof that would result in the application of the laws of another jurisdiction. Both Assignee and Assignor hereby consent to and submit to the exclusive jurisdiction and venue of the federal and state courts located in the Borough of Manhattan, State of New York for enforcement or interpretation of this Assignment, and for any disputes under or arising out of this Assignment.

Section 1.7 Counterparts. This Assignment may be executed in counterparts, each of which will be an original as regards any party whose signature appears thereon and both of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**METRATECH CORP.**

By:   
Name: Theodore I. Les  
Title: CFO

**TELEFONAKTIEBOLAGET L M ERICSSON  
(PUBL)**

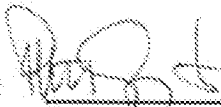

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

**METRATECH CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**TELEFONAKTIEBOLAGET L M ERICSSON  
(PUBL)**

By:    
Name: Peter G. G. - Tomas Aronsson  
Title: CEO, MCA Group legal

**Schedule A****Trademarks**

Trademark	Country	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Class	Owner
BEHAVIORAL BILLING	United States of America	Allowed	85/959159	13-Jun-13			009	MetraTech Corp.
BIGGER THAN BILLING	United States of America	Registered	85/143476	01-Oct-10	3973647	07-Jun-11	042	MetraTech Corp.
BILL PILOT	United States of America	Registered	85/143470	01-Oct-10	3973646	07-Jun-11	042	MetraTech Corp.
COMMERCE DECISION ENGINE	United States of America	Registered	85/943239	28-May-13	4480365	11-Feb-14	009	MetraTech Corp.
METANGA	United States of America	Registered	85/143484	01-Oct-10	3970122	31-May-11	042	MetraTech Corp.
METRABILL	United States of America	Registered	77/969711	26-Mar-10	3876291	16-Nov-10	009	MetraTech Corp.
METRACARE	United States of America	Registered	76/378439	04-Mar-02	2801035	30-Dec-03	009	MetraTech Corp.
METRACONFIG	United States of America	Registered	77/969818	26-Mar-10	3876293	16-Nov-10	009	MetraTech Corp.
METRAFLOW	United States of America	Registered	77/969702	26-Mar-10	3876290	16-Nov-10	009	MetraTech Corp.
METRANET	United States of America	Registered	76/378153	04-Mar-02	2677502	21-Jan-03	009	MetraTech Corp.
METRAOFFER	United States of America	Registered	77/969805	26-Mar-10	3876292	16-Nov-10	009	MetraTech Corp.

Trademark	Country	Status	Appl. No.	Filing Date	Reg. No.	Reg. Date	Class	Owner
METRAPARTNER	United States of America	Registered	76/378150	04-Mar-02	2867302	27-Jul-04	009	MetraTech Corp.
METRAPAY	United States of America	Registered	76/378151	04-Mar-02	2801033	30-Dec-03	009	MetraTech Corp.
METRASDK	United States of America	Registered	76/378152	04-Mar-02	2798721	23-Dec-03	009	MetraTech Corp.
METRATECH	United States of America	Registered	75/427431	02-Feb-98	2388233	19-Sep-00	009, 042	MetraTech Corp.
METRAVIEW	United States of America	Registered	76/378168	04-Mar-02	2798722	23-Dec-03	009	MetraTech Corp.
METRAWEB	United States of America	No renew	76/535047	21-Jul-03	2836296	27-Apr-04	042	MetraTech Corp.
WITHOUT BILLING, IT'S JUST A HOBBY	United States of America	Registered	76/283003	10-Jul-01	2709984	22-Apr-03	009	MetraTech Corp.