

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334851

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Celcite Management Solutions, LLC		01/01/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Amdocs Software Systems Limited		
Street Address:	First Floor, Block S East Point Business Park		
City:	Dublin 3		
State/Country:	IRELAND		
Entity Type:	CORPORATION: IRELAND		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	86057133	TRUST YOUR MOBILE NETWORK TO US	
Registration Number:	4079568	CELCITE	
Registration Number:	4073573	CELCITE	
Registration Number:	4073572	CELCITE	
Registration Number:	4063151	IN LINE WITH CLIENT NEEDS AND EVOLVING T	
Registration Number:	4063147	CMOC	
Registration Number:	4063143	AIC	
CORRESPONDENCE DATA			
Fax Number:	2127686800		
<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:	212-768-5367		
Email:	trademarks.us@dentons.com,ian.farias@dentons.com		
Correspondent Name:	Monica B. Richman, Dentons US LLP		
Address Line 1:	P.O. Box #061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	21603775.0108		
DOMESTIC REPRESENTATIVE			
Name:	Monica B. Richman, Dentons US LLP		

OP \$190.00 86057133

Address Line 1:	P.O. Box #061080
Address Line 4:	Chicago, ILLINOIS 60606-1080
NAME OF SUBMITTER:	Monica B. Richman
SIGNATURE:	/monica b. richman/
DATE SIGNED:	03/12/2015
Total Attachments: 5 source=Trademark Assignment - Celcite#page1.tif source=Trademark Assignment - Celcite#page2.tif source=Trademark Assignment - Celcite#page3.tif source=Trademark Assignment - Celcite#page4.tif source=Trademark Assignment - Celcite#page5.tif	

ASSIGNMENT OF TRADEMARK RIGHTS

This Trademark Rights Assignment (this "Assignment"), is made and entered into as of January, 1 2014, by Celcite Management Solutions LLC, a limited liability company formed under the laws of the State of Delaware (the "Seller" or "Assignor"), and Amdocs Software Systems Limited ("Assignee"), a wholly owned company ultimately held by Amdocs Limited ("Amdocs Limited"). Except as otherwise defined herein, capitalized terms used herein shall have the meanings ascribed thereto in the APA (as hereinafter defined).

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of November 5, 2013, as amended on December 31, 2013 to which Assignor and Amdocs Limited are parties (the "APA"), Assignor agreed to assign and cause to be assigned to Amdocs Limited (or any Purchaser Subsidiary) all of Assignor's right, title and interest in and to the trademarks, service marks and trade names listed on Exhibit A hereto (the "Transferred Trademarks");

WHEREAS, Assignor holds all right, title and interest in and to the Transferred Trademarks, including the goodwill of the business symbolized thereby ("All Rights in the Marks");

WHEREAS, Assignor desires to sell, transfer, assign, convey and deliver to Assignee All Rights in the Marks (as defined hereinabove), and Assignee desires to acquire and accept All Rights in the Marks (as defined hereinabove);

WHEREAS, the execution and delivery of this Assignment is a condition to Closing pursuant to Section 4.2.1.5 of the APA;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby sell, transfer, assign, convey and deliver to Assignee All Rights in the Marks. This assignment of all claims for damages by reason of past infringement(s) of the Transferred Trademarks includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Transferred Trademarks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

1. Assignor does hereby assign, transfer and set over to Assignee all right, title and interest in and to the Transferred Trademarks, together with all goodwill symbolized thereby and appurtenant thereto.

2. Assignor does also hereby assign, sell, transfer and set over unto Assignee all claims for damages for reason of past or current infringement of the Transferred Trademarks, as well as the right to sue for and collect the same for its own use and enjoyment.

3. Assignor hereby authorizes the Assignee to record this Assignment with the United States Patent and Trademark Office ("PTO") and hereby authorizes and requests the Commissioner of the PTO to transfer the ownership of all applications and registrations for the Assigned Trademarks to the Assignee as owner of all right, title, and interest therein, and to issue to the Assignee all registrations

which may issue with respect to any applications for a trademark or service mark included in the Assigned Trademarks.

4. Assignor hereby agrees to execute, acknowledge, deliver, file and record, at the reasonable request of Assignee, such further certificates, amendments, instruments and documents, and to do all such other acts and things, as Assignee may reasonably request in order to carry out the intent and purpose of this Assignment. Assignor further covenants and agrees that Assignor will at any time upon the reasonable request of Assignee, communicate to Assignee any material facts relating to the Transferred Trademarks known to Assignor.

5. The terms of the APA are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall govern.

6. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

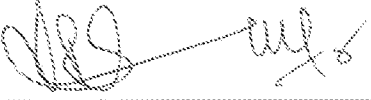
The undersigned represents and warrants that he has authority to execute this Assignment on behalf of Assignor, and to carry out all obligations imposed hereunder. The undersigned has read, understands, and agrees to the terms of this Assignment.

[Signature Page Follows]

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

CELCITE MANAGEMENT SOLUTIONS LLC

AMDOCS SOFTWARE SYSTEMS LIMITED

By: 

Name: Rahul Sharma
Title: President and Chief Executive Officer

By: _____

Name:
Title:

[Signature Page – Trademark Assignment Management Solutions LLC]

TRADEMARK
REEL: 005476 FRAME: 0495

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

AMDOCS SOFTWARE SYSTEMS LIMITED

By: 

Name: David Butler

Title: Assistant Secretary / Director

{Signature Page --- Trademark Assignment}

EXHIBIT "A"
TRANSFERRED TRADEMARKS

Trademark	Serial No./ Registration No.	Filing Date Registration Date
Trust your mobile network to us	86057133	September 5, 2013
Celcite	85303825	April 25, 2011
	4079568	January 3, 2012
	85303976	Apr. 25, 2011
	4073573	Dec. 20, 2011
	85303921	Apr. 25, 2011
	4073572	Dec. 20, 2011
In line with client needs and evolving technologies	85304614	April 26, 2011
	4063151	November 29, 2011
CMOC	85304584	April 26, 2011
	4063147	November 29, 2011
AIC	85304548	April 26, 2011
	4063143	November 29, 2011