

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM338415

<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>
ADC Telecommunications, Inc.		09/30/2011	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tyco Electronics Services GmbH		
<b>Street Address:</b>	Rheinstrasse 20		
<b>City:</b>	Schaffhausen		
<b>State/Country:</b>	SWITZERLAND		
<b>Postal Code:</b>	CH-8200		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: SWITZERLAND		
<b>PROPERTY NUMBERS Total: 48</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2572495	ADC	
Registration Number:	2608396	ADC	
Registration Number:	1021919	ADC	
Registration Number:	1397449	ADC	
Registration Number:	2039288	ADC FASTERM	
Registration Number:	2791398	AIRES	
Registration Number:	2674928	BAY TRACER	
Registration Number:	2633035	CLEARGAIN	
Registration Number:	3901009	DLX	
Registration Number:	2955257	DSXI	
Registration Number:	2955236	ENCASER	
Registration Number:	3807417	ENGINEERED FOR UPTIME	
Registration Number:	4298759	EXPRESS EXIT	
Registration Number:	1612750	FIBERGUIDE	
Registration Number:	2854242	FLEXDSX	
Registration Number:	3616852	FLEXWAVE	
Registration Number:	2098805	FONS	
Registration Number:	2358130	LX.5	
Registration Number:	3883185	NEW NETWORKS: NEW WAYS	

OP \$1215.00 2572495

Property Type	Number	Word Mark
Registration Number:	2993103	NG3
Registration Number:	2271862	NORTHERN LIGHTS CABLE, INC.
Registration Number:	1606215	OCTAPAK
Registration Number:	3345045	OMNIREACH
Registration Number:	3787825	OMX
Registration Number:	2821428	OMX600
Registration Number:	3028945	OPTENET
Registration Number:	2683157	POWERWORX
Registration Number:	2395753	POWERWORX
Registration Number:	2869874	PRO PATCH
Registration Number:	3221324	PROAX
Registration Number:	4139752	QUAREO
Registration Number:	4139774	Q
Registration Number:	2296455	RADIATOR
Registration Number:	3894279	REALFLEX
Registration Number:	3803597	RISERGUIDE
Registration Number:	2379921	SINGLE SHOT
Registration Number:	2628761	TRACERLIGHT
Registration Number:	2546021	TRUENET
Registration Number:	1833148	UNIPATCH
Registration Number:	2989946	WIDEVAM
Registration Number:	2934663	INTERREACH
Registration Number:	3074737	INTERREACH FUSION
Registration Number:	3112097	INTERREACH UNISON
Registration Number:	2579587	METROREACH
Registration Number:	2962367	UNISON ACCEL
Registration Number:	3923948	INTERREACH EXPRESS
Serial Number:	85376506	RAPIDREEL
Serial Number:	85314253	PARKING-LOT

#### CORRESPONDENCE DATA

Fax Number: 6123329081

*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: 612/371-5274

Email: rerrickson@merchantgould.com

Correspondent Name: Scott W. Johnston

Address Line 1: P.O. Box 2910

Address Line 4: Minneapolis, MINNESOTA 55402-0910

<b>ATTORNEY DOCKET NUMBER:</b>	02316.4203USLA
<b>DOMESTIC REPRESENTATIVE</b>	
<b>Name:</b>	Scott W. Johnston, Merchant & Gould P.C.
<b>Address Line 1:</b>	P.O. Box 2910
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-0910
<b>NAME OF SUBMITTER:</b>	Scott W. Johnston
<b>SIGNATURE:</b>	/SWJ/
<b>DATE SIGNED:</b>	04/16/2015
<b>Total Attachments: 7</b> source=TM Assgn ADC - Tyco#page1.tif source=TM Assgn ADC - Tyco#page2.tif source=TM Assgn ADC - Tyco#page3.tif source=TM Assgn ADC - Tyco#page4.tif source=TM Assgn ADC - Tyco#page5.tif source=TM Assgn ADC - Tyco#page6.tif source=TM Assgn ADC - Tyco#page7.tif	

**INTELLECTUAL PROPERTY ASSIGNMENT**

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is made and entered into as of September 30, 2011 (the "Effective Date") by and between ADC Telecommunications, Inc., a Minnesota corporation having a place of business at 1050 Westlakes Drive, Berwyn, PA 19312 (the "Assignor"), and Tyco Electronics Services GmbH, a company organized under the laws of Switzerland and having a place of business at Rheinstrasse 20 CH-8200 Schaffhausen Switzerland (the "Assignee").

WHEREAS, Assignor is engaged in the business of researching, developing, manufacturing, distributing, marketing and selling products and services relating to broadband communications network infrastructure (the "Business"); and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, certain assets, including: (i) the trademark and service mark registrations and applications set forth in Appendix I on Schedule A attached hereto, any renewals and extensions of such registrations applications, and any other unregistered and common law rights in trademarks and service marks relating to the Business, and in each case, together with the goodwill of the business associated therewith (collectively, the "Marks"); (ii) the patents and patent applications (including design patents, design rights, utility models and other similar registered rights) set forth in Appendix II on Schedule B attached hereto, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or equivalents thereof, and including the subject matter of all claims which may be obtained therefrom (collectively, the "Patents"); (iii) the copyrights relating to the Business, including all copyright registrations, applications, and all renewals and extensions thereof (collectively, the "Copyrights"); (iv) the technology and know-how relating to the Business (collectively, the "Know-How"); and (v) all other intellectual property, including the computer software (including but not limited to source code, executable code, and documentation) and databases, relating to the Business (together with the Marks, the Patents, the Copyrights, and the Know-How, the "Intellectual Property").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Assignment of Intellectual Property. Assignor hereby assigns to Assignee its entire right, title and interest in and to the Intellectual Property, for the United States and for all other countries, including, without limitation, all rights therein provided by international conventions and treaties, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties and payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, where in particular Appendix I and Appendix II include the Assignment documents for the Trademarks and Patents respectively.

September 30, 2011

2. Assignment of Contracts.

- (a) Assignor hereby assigns to Assignee its entire right, title and interest in and to all contracts and agreements relating to Intellectual Property used in the Business; provided, Assignor has no obligation to assign any contract or agreement to the extent such assignment would result in a default, breach, event of noncompliance, or change in terms regarding such contract or agreement, or would otherwise deprive Assignee of the full enjoyment and benefit of such contract or assignment (each, a "Retained Contract").
- (b) Regarding each Retained Contract, Assignor shall use reasonable efforts to obtain any necessary consent and shall cooperate in good faith with Assignee to put in place, to the extent permitted by law or the terms of the relevant Retained Contract and taking into consideration the interests of any affiliate of Assignor, such arrangements as Assignor and Assignee may, acting in good faith, determine provides Assignee benefits reasonably equivalent had such Retained Contract been assigned to Assignee.
- (c) Assignee hereby assumes and agrees to pay, perform and discharge when due any and all claims, losses, liabilities, damages, fines, penalties, interest, amounts payable as indemnity obligations, and all related costs and expenses (including legal and attorneys' fees and disbursements) relating to the assigned contracts and agreements.

3. Payment. [REDACTED]

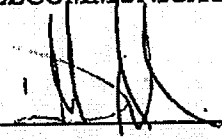
4. Further Actions. Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitation, with respect to the following: (i) the preparation and prosecution of any applications for registration or renewal relating to the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, cancellation, invalidation, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Intellectual Property and this Assignment; (iii) obtaining any additional trademark, patent or copyright protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any other applicable jurisdiction; and (iv) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

September 30, 2011

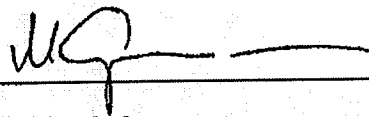
ADC TELECOMMUNICATIONS INC


IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ADC TELECOMMUNICATIONS, INC.

By:   
Name: Driscoll A. Nina  
          Vice President  
Title: of Intellectual Property

TYCO ELECTRONICS SERVICES GmbH

By:   
Name: Michael Gerosa  
Title: Member of the Management

By:   
Name: Jürg Frischknecht  
          Member of Management  
Title: \_\_\_\_\_

September 30, 2011

EXTRACT FROM SCHEDULE A

Case No.	Case Name	Country	Class	Applicant	Registered	Priority	Term	Remarks
2011/0001	ABC	US	01	ABC & DESIGN	ABC	2011-01-01	2011-12-31	
2011/0002	DEF	US	02	DEF & DESIGN	DEF	2011-01-01	2011-12-31	
2011/0003	GHI	US	03	GHI & DESIGN	GHI	2011-01-01	2011-12-31	
2011/0004	JKL	US	04	JKL & DESIGN	JKL	2011-01-01	2011-12-31	
2011/0005	MNO	US	05	MNO & DESIGN	MNO	2011-01-01	2011-12-31	
2011/0006	PQR	US	06	PQR & DESIGN	PQR	2011-01-01	2011-12-31	
2011/0007	STU	US	07	STU & DESIGN	STU	2011-01-01	2011-12-31	
2011/0008	VWX	US	08	VWX & DESIGN	VWX	2011-01-01	2011-12-31	
2011/0009	YZA	US	09	YZA & DESIGN	YZA	2011-01-01	2011-12-31	
2011/0010	BCD	US	10	BCD & DESIGN	BCD	2011-01-01	2011-12-31	
2011/0011	EFG	US	11	EFG & DESIGN	EFG	2011-01-01	2011-12-31	
2011/0012	HIJ	US	12	HIJ & DESIGN	HIJ	2011-01-01	2011-12-31	
2011/0013	KLM	US	13	KLM & DESIGN	KLM	2011-01-01	2011-12-31	
2011/0014	NOP	US	14	NOP & DESIGN	NOP	2011-01-01	2011-12-31	
2011/0015	QRS	US	15	QRS & DESIGN	QRS	2011-01-01	2011-12-31	
2011/0016	TUV	US	16	TUV & DESIGN	TUV	2011-01-01	2011-12-31	
2011/0017	WXY	US	17	WXY & DESIGN	WXY	2011-01-01	2011-12-31	
2011/0018	ZAB	US	18	ZAB & DESIGN	ZAB	2011-01-01	2011-12-31	
2011/0019	BCD	US	19	BCD & DESIGN	BCD	2011-01-01	2011-12-31	
2011/0020	EFG	US	20	EFG & DESIGN	EFG	2011-01-01	2011-12-31	
2011/0021	HIJ	US	21	HIJ & DESIGN	HIJ	2011-01-01	2011-12-31	
2011/0022	KLM	US	22	KLM & DESIGN	KLM	2011-01-01	2011-12-31	
2011/0023	NOP	US	23	NOP & DESIGN	NOP	2011-01-01	2011-12-31	
2011/0024	QRS	US	24	QRS & DESIGN	QRS	2011-01-01	2011-12-31	
2011/0025	TUV	US	25	TUV & DESIGN	TUV	2011-01-01	2011-12-31	
2011/0026	WXY	US	26	WXY & DESIGN	WXY	2011-01-01	2011-12-31	
2011/0027	ZAB	US	27	ZAB & DESIGN	ZAB	2011-01-01	2011-12-31	
2011/0028	BCD	US	28	BCD & DESIGN	BCD	2011-01-01	2011-12-31	
2011/0029	EFG	US	29	EFG & DESIGN	EFG	2011-01-01	2011-12-31	
2011/0030	HIJ	US	30	HIJ & DESIGN	HIJ	2011-01-01	2011-12-31	
2011/0031	KLM	US	31	KLM & DESIGN	KLM	2011-01-01	2011-12-31	
2011/0032	NOP	US	32	NOP & DESIGN	NOP	2011-01-01	2011-12-31	
2011/0033	QRS	US	33	QRS & DESIGN	QRS	2011-01-01	2011-12-31	
2011/0034	TUV	US	34	TUV & DESIGN	TUV	2011-01-01	2011-12-31	
2011/0035	WXY	US	35	WXY & DESIGN	WXY	2011-01-01	2011-12-31	
2011/0036	ZAB	US	36	ZAB & DESIGN	ZAB	2011-01-01	2011-12-31	
2011/0037	BCD	US	37	BCD & DESIGN	BCD	2011-01-01	2011-12-31	
2011/0038	EFG	US	38	EFG & DESIGN	EFG	2011-01-01	2011-12-31	
2011/0039	HIJ	US	39	HIJ & DESIGN	HIJ	2011-01-01	2011-12-31	
2011/0040	KLM	US	40	KLM & DESIGN	KLM	2011-01-01	2011-12-31	
2011/0041	NOP	US	41	NOP & DESIGN	NOP	2011-01-01	2011-12-31	
2011/0042	QRS	US	42	QRS & DESIGN	QRS	2011-01-01	2011-12-31	
2011/0043	TUV	US	43	TUV & DESIGN	TUV	2011-01-01	2011-12-31	
2011/0044	WXY	US	44	WXY & DESIGN	WXY	2011-01-01	2011-12-31	
2011/0045	ZAB	US	45	ZAB & DESIGN	ZAB	2011-01-01	2011-12-31	
2011/0046	BCD	US	46	BCD & DESIGN	BCD	2011-01-01	2011-12-31	
2011/0047	EFG	US	47	EFG & DESIGN	EFG	2011-01-01	2011-12-31	
2011/0048	HIJ	US	48	HIJ & DESIGN	HIJ	2011-01-01	2011-12-31	
2011/0049	KLM	US	49	KLM & DESIGN	KLM	2011-01-01	2011-12-31	
2011/0050	NOP	US	50	NOP & DESIGN	NOP	2011-01-01	2011-12-31	







SCHEDULE A: TRADEMARKS

ABC Television Networks Inc.

30 September 2011

Serial Number	Classification	Goods and Services	Priority	Registration Number	Registration Date	Registration Term	Registration Status	Registration Office	Registration Authority	Registration Date	Registration Term	Registration Status	Registration Office	Registration Authority	Registration Date	Registration Term	Registration Status	Registration Office	Registration Authority	Registration Date	Registration Term	Registration Status	Registration Office	Registration Authority
001	01	ABC Television Networks Inc.	001	001	001	001	001	001	001	001	001	001	001	001	001	001	001	001	001	001	001	001	001	001

CONFIDENTIAL

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10/16/2011