

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM350227

<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>
Comverse, Inc.		06/29/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Amdocs Development Ltd.		
<b>Street Address:</b>	141 Omonia Avenue, The Maritime Centre		
<b>Internal Address:</b>	P.O. Box 50483		
<b>City:</b>	Limassol		
<b>State/Country:</b>	CYPRUS		
<b>Postal Code:</b>	3606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: CYPRUS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1814349	KENAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	(212) 768-5367		
<b>Email:</b>	trademarks.us@dentons.com		
<b>Correspondent Name:</b>	Dentons US LLP		
<b>Address Line 1:</b>	P.O. Box 061080		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-1080		
<b>ATTORNEY DOCKET NUMBER:</b>	21603775.0114		
<b>NAME OF SUBMITTER:</b>	Monica B. Richman, Attorney for Applicant		
<b>SIGNATURE:</b>	/monica b. richman/		
<b>DATE SIGNED:</b>	08/04/2015		
<b>Total Attachments: 8</b>			
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## TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This Trademark Assignment and Assumption Agreement (the "Agreement"), made and entered into as of ~~July 28~~<sup>June</sup> 28, 2015 (the "Effective Date"), by and among Comverse, Inc., a Delaware corporation located at 200 Quannapowitt Parkway, Wakefield, Massachusetts 01880 ("Comverse") ("Assignor"), and Amdocs Development Ltd, located at 141 Omonia Avenue, The Maritime Centre, PO Box 50483 ,3606 Limassol, Cyprus ("Assignee").

### WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of April 29, 2015 (the "APA"), by and among Comverse, Inc. and the other Sellers listed therein ("Sellers") and Amdocs Limited ("Buyer"), among other things, Sellers agreed to sell and assign to Buyer, and Buyer agreed to purchase and assume from Sellers, the Purchased Assets and the Assumed Liabilities of the Business as set forth in the APA, subject to the terms and conditions set forth in the APA (the "Transaction").

WHEREAS, the Assignor agreed to assign, at the closing of the transactions contemplated by the APA, the Intellectual Property Registrations (as defined therein), including the Trademarks listed on Schedule A hereto (hereinafter, the "Transferred Trademarks"), to Buyer and Buyer agreed to accept (or to have its Affiliate, including Assignee, accept) such assignment.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and Assignee, intending to be legally bound, hereby agree as follows:

*Capitalized terms used herein and not otherwise defined shall have the meanings respectively ascribed to them in the APA.*

### **Section 1. Assignment and Assumption of the Transferred Trademarks.**

(a) In consideration for good and valuable consideration the receipt of which is hereby acknowledged as well as for the applicable representations, warranties, covenants, agreements and obligations undertaken by Assignee with respect to the Transferred Trademarks, Assignor hereby absolutely and irrevocably sells, assigns, transfers, conveys and delivers all right, title, interest, including any and all legal and equitable interests, and all goodwill annexed in and to the Transferred Trademarks to the Assignee and its successors and the right to bring suit and recover damages for past infringement, free and clear of any Encumbrances, and without any Liability of any kind or nature, all in accordance with the terms and subject to the conditions set forth in the APA. Neither the making nor the acceptance of this Agreement shall enlarge, restrict or otherwise modify any of the terms of the APA or the rights and obligations of the parties thereunder.

(b) In furtherance of this Agreement (but without, for the avoidance of doubt, derogating from the provisions of the APA), Assignor hereby acknowledges that, from the Effective Date forward, the Assignor, for valuable consideration, hereby sells, assigns, transfers, conveys and delivers to, and vests in Assignee, Assignor's right, title, and standing to receive all rights and benefits pertaining to the Transferred Trademarks, institute and

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prosecute all suits and proceedings, and take all actions that Assignee in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind under any and all of the Transferred Trademarks, whether arising before or after the Effective Date, including the right to sue to enforce and collect damages for past, present, and future infringement of the Transferred Trademarks, defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits, and do all other such acts and things in relation thereto as Assignee, in its sole discretion, deems advisable.

(c) The Assignor hereby renounces and waives any and all rights to limit the use, distribution, modification, licensing, or sale of any of the Transferred Trademarks or any element thereof by Assignee or its licensees, successors, or Assignees, or to receive any compensation whatsoever by reason of any use, distribution, modification, licensing, or sale of any Transferred Trademarks or any element thereof by Assignee, its licensees, successors, or Assignees, without derogating from any such rights the Assignor is entitled to under the APA.

## **Section 2. Further Assurances.**

(a) Without additional consideration to the Assignor but at Assignee's expense, the Assignor shall execute, acknowledge and deliver in a reasonably prompt manner, all such further conveyances, notices, assumptions, releases and such other instruments, and shall take such further actions, in each case, as may be commercially reasonably necessary or appropriate to assure fully to the Assignee and its Affiliates, and their respective successors or assigns, all of the properties, rights, titles, interests, remedies, powers and privileges intended to be conveyed to the Assignee with respect to the Transferred Trademarks, and to otherwise make effective the transactions contemplated herein.

(b) Upon Assignee's request, Assignor will promptly take such actions (including, without limitation, the prompt execution and delivery of documents in recordable form) as may be necessary to vest in and secure unto Assignee the full right, title and interest in and to the Transferred Trademarks.

(c) Assignor does hereby authorize the relevant governmental or administrative agency whose duty it is to record trademark registrations, applications and title thereto, and any official of any country empowered to issue or transfer trademarks, to record this Assignment and to issue or transfer the Trademarks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this agreement, including the United States Patent & Trademark Office.

## **Section 3. Miscellaneous.**

(a) Subject to paragraph (f) below, this Agreement, together with the other applicable provisions of the APA and the other Transaction Documents, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the existence of any such agreements and understandings). In the event that any of the terms of this Agreement conflict with the terms of the APA, the terms of the APA shall prevail. All matters relating to

the transfer of the Transferred Trademarks to the Assignee and not expressly regulated hereunder shall be deemed to be regulated by the APA.

(b) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction. Each of the parties irrevocably agrees that any action with respect to this Agreement and the rights and obligations arising hereunder may be instituted solely and exclusively in the federal courts of the United States of America or the courts of the state of Delaware, in each case located in the state of Delaware, and each party irrevocably submits to the sole and exclusive jurisdiction of such courts in any such suit, action or proceeding for purposes of any action arising out of this Agreement. Service of process, summons, notice or other document by mail to such party's address set forth in the APA shall be effective service of process for any suit, action or other proceeding brought in any such court. the parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, nothing contained herein shall prevent any party from applying to any court of law in order to obtain emergency relief (such as temporary injunctions, attachments or any equivalent remedy), against any other party as well as to file a claim, if filing a claim is necessary in order to obtain temporary relief. However, if temporary relief is not granted, the filing party must immediately dismiss the related action.

(c) This Agreement is being executed by the Assignor and the Assignee and shall be binding upon, inure to the benefit of, and be enforceable by, the Assignor and the Assignee, and their respective successors and assigns, for the uses and purposes above set forth and referred to herein and shall be effective as of the date hereof.

(d) This Agreement may not be modified or amended except in writing signed by both parties hereto. The terms of this Agreement may be waived only by a written instrument signed by the party or parties waiving compliance. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise provided.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and enforceable against the parties hereto, and all of which together shall be considered one and the same agreement, it being understood that all parties need not sign the same counterpart. The exchange of an executed Agreement (in counterparts or otherwise) by facsimile transmission or by electronic delivery in .PDF format or the like shall be sufficient to bind the parties to the terms and conditions of this Agreement, as an original.

(f) THIS AGREEMENT DOES NOT, NOR SHALL IT BE DEEMED TO, SUPERSEDE, SUPPLANT, EXTINGUISH, MERGE OR EXPAND ANY OF THE REPRESENTATIONS, WARRANTIES, INDEMNITIES OR LIMITATIONS CONTAINED IN THE APA. IN CASE THERE IS A CONTRADICTION BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE PROVISIONS OF THE APA, THE PROVISIONS OF THE APA SHALL PREVAIL.

*[Signature Page Follows]*

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

ASSIGNOR:

COMVERSE, INC.

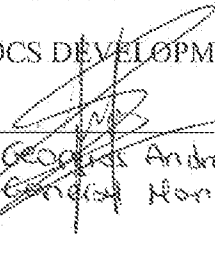
By 

Name: *Ray Lister*

Title: *Senior Vice President (General Counsel)*

ASSIGNEE:

AMDOCS DEVELOPMENT LTD

By 

Name: *George Andrea*

Title: *General Manager*

# Schedule A

## Transferred Trademarks

### Registered Trademarks

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description
Australia	KENAN	Registered	732619 Apr 16, 1997	732619 Dec 19, 1997	Converse, Inc.	09 Computer programs, and magnetic data carriers; CD-ROM, magnetic tapes and disks including CD-ROM, magnetic tapes and disks carrying computer programs. 42 Computer-related consulting services regarding the design and development of computer information systems and information collection and analysis systems.
Canada	KENAN	Registered	0844900 May 13, 1997	TMA509703 Mar 22, 1999	Converse, Inc.	Computer programs for business management. Computer related consulting services regarding: the design and development of computer information systems, information collection and analysis systems, business management systems, customer service systems, and customer billing systems. Consulting services regarding the design and development of computer information systems and regarding information collection and analysis. Computer programs for business management, and for use in the fields of data processing, information processing, information organization, customer billing, and decision support; and magnetic data carriers, CD-Rom, magnetic tapes and disks all carrying computer programs used for data analysis, business management, customer billing, and customer service.
Chile	KENAN	Registered	816331 Oct 2, 1997	831584 Apr 24, 1998	Converse, Inc.	42 Incl. services for consultancy onto design and development of computer information systems and onto analysis and compilation of information and data.
Chile	KENAN	Registered	816330 Oct 2, 1997	831585 Apr 24, 1998	Converse, Inc.	09 Incl. computer schemes for administration of affairs and computer schemes in general.
China	KENAN	Registered	1217849 Sep 8, 1997	1217849 Oct 21, 1998	Converse, Inc.	42 Research and development service.
China	KENAN	Registered	1239039 Sep 8, 1997	1239039 Jan 14, 1999	Converse, Inc.	09 Computers and their external equipment.
European Union	KENAN	Registered	000212100 Apr 1, 1996	000212100 Dec 7, 1998	Converse, Inc.	09 Computer programs, data and software; CD-ROM, magnetic data-carriers all for use in business management. 16 Instructional manuals, brochures, leaflets and printed matter relating to business management and business management software.

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description
Hong Kong	KENAN	Registered	199808353 Sep 1, 1997	199808353 Sep 1, 1997	Comverse, Inc.	09 Recorded computer programs, computer programs for business management, all included in class 9.
India	KENAN	Registered	767916 Oct 8, 1997	767916 Oct 8, 2007	CGS Technology Limited	09 Computer programs for business management.
Japan	KENAN	Registered	H09162375 Sep 25, 1997	4316577 Sep 17, 1999	Comverse, Inc.	09 42 Computer programs, and magnetic data carriers, cd-rom, magnetic tapes and disks all carrying computer programs used for data analysis, business management, customer billing, and customer service; all included in class 9.
Malaysia	KENAN	Registered	97005528 Apr 29, 1997	97005528 Apr 14, 2001	Comverse Inc.	09 Programs for computers, recorders magnetic discs of memory single for reading (compact disc ROMs), disks and magnetic tapes, all with programs of computer used for data analysis, management of businesses, billings to.
Mexico	KENAN	Registered	296755 May 30, 1997	552657 Jun 27, 1997	Comverse, Inc.	09 Services for consultancy at calculations, concerning design and development of information systems on line, information systems, collect and analysis, systems for management of businesses, systems of service to customers and systems of.
Mexico	KENAN	Registered	296758 May 30, 1997	552658 Jun 27, 1997	Comverse, Inc.	42 Computer software including programs for business management.
New Zealand	KENAN	Registered	282973 Oct 1, 1997	282973 Sep 15, 1998	Comverse, Inc.	09 Data programs (recorded data carriers).
Norway	KENAN	Registered	199708099 Oct 2, 1997	189596 Apr 23, 1998	Comverse, Inc.	09 42 Consulting services concerning computers, concerning preparations and development of data information systems and concerning collection and analysis of information.
Peru	KENAN	Registered	3936932009 Oct 1, 1997	P0042652 Jan 19, 1998	Comverse, Inc.	09 Computer programs for management than business.
Peru	KENAN	Registered	3936942009 Oct 1, 1997	S00013341 Jan 19, 1998	Comverse, Inc.	42 Services for consultancy in relation to design and development of computer information systems and in relation to compilation and analysis of information.
Philippines	KENAN	Registered	41997125395 Nov 17, 1997	41997125395 Aug 1, 2002	Comverse, Inc.	09 Computer programs for business management.
Poland	KENAN	Registered	178611 Oct 2, 1997	126182 Nov 24, 2000	Comverse, Inc.	09 42 Computers, and data processing devices, computer programs, including: computer programs for managing business. Services involving computer programming, consulting services related to designing and developing computer IT systems and related to information retrieval and analysis.



Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description
Republic of Korea	KENAN	Registered	4019970046473 Oct 4, 1997	4004320490000 Renewal app no. 5020080025042 Dec 3, 1998	Converse, Inc.	09 Computer program.
Republic of Korea	KENAN	Registered	4119970013767 Oct 4, 1997	4180492560000 Renewal app no. 5120090001688 Nov 9, 1998	Converse, Inc.	35 42
Russian Federation	KENAN	Registered	97707183 May 21, 1997	167508 Aug 28, 1998	Converse, Inc.	09 Programs, recorded for computers, magnetic data media, optical discs for computers, magnetic tapes and magnetic disks for computer programs, intended for service clients, analysis data and business management. 42 Professional consultations in areas computer techniques and programming, including in areas design and development computer information systems, including development systems on collection and information analysis, development systems business management, development systems for service clients, development systems for invoicing accounts clients.
Singapore	KENAN	Registered	T9704739G Apr 23, 1997	T9704739G Sep 17, 2002	Converse, Inc.	09 Computer programs and magnetic data carriers, CD-ROM, magnetic tapes and disks, all carrying computer programs used for data analysis, business management, customer billing, and customer service.
Singapore	KENAN	Registered	T9704738I Apr 23, 1997	T9704738I Aug 24, 1999	Converse, Inc.	42 Computer-related consulting services regarding the design and development of computer information systems and information collection and analysis systems.
Switzerland	KENAN	Registered	36791997 May 12, 1997	P447223 Dec 3, 1997	Converse, Inc.	09 Computer programs and magnetic data carriers, cd-ROMs, tapes and floppy disks for storage 42 Translation of computer programs. Design and development of computer programs, design and development of computer information systems (as included in Class 42), design and development of computer systems for collection and analysis of data (as included in Class 42), design and development of computer programs for management, customer service and calculation notch.
Taiwan R.O.C.	KENAN	Registered	086052078 Oct 8, 1997	00824387 Nov 1, 1998	Converse, Inc.	09
Taiwan R.O.C.	KENAN	Registered	086052079 Oct 8, 1997	00103555 Oct 1, 1998	Converse, Inc.	42

Country	Mark	Status	Serial No Filing Date	Reg. No. Reg. Date	Owner	Class/Description
Thailand	KENAN	Registered	347043 Oct 22, 1997	7319 Oct 22, 1997	Kenan Systems Corporation/America	42
Thailand	KENAN	Registered	347042 Oct 22, 1997	85193 Oct 22, 1997	Kenan Systems Corporation/America	09
United States of America	KENAN	Registered	74142792 Feb 27, 1991	1814349 Dec 28, 1993	Converse, Inc.	09 Computer programs for business management.

#### Domain Names

[www.Kenan.com](http://www.Kenan.com)  
[www.KenanAX.com](http://www.KenanAX.com)  
[www.KenanFX.com](http://www.KenanFX.com)  
[www.KenanCX.com](http://www.KenanCX.com)  
[www.KenanCloud.com](http://www.KenanCloud.com)  
[www.ComverseKenan.com](http://www.ComverseKenan.com)  
[www.TheMonetizationRealizationPlatform.com](http://www.TheMonetizationRealizationPlatform.com)  
[www.MonetizationCloud.com](http://www.MonetizationCloud.com)  
[www.TheMonetizationCloud.com](http://www.TheMonetizationCloud.com)