

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361320

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concurrent Computer Corporation		09/09/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Verimatrix, Inc.		
Street Address:	6059 Cornerstone Court West		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86392157	UPLIFT	
CORRESPONDENCE DATA			
Fax Number:	8586777804		
<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:	858-677-7800 x2068		
Email:	gxefos@verimatrix.com		
Correspondent Name:	Verimatrix, Inc.		
Address Line 1:	Attn: General Counsel		
Address Line 2:	6059 Cornerstone Court West		
Address Line 4:	San Diego, CALIFORNIA 92121		
NAME OF SUBMITTER:	Gloria Xefos		
SIGNATURE:	/gx/		
DATE SIGNED:	11/05/2015		
Total Attachments: 8			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of the 9th day of September, 2015, is made by **Concurrent Computer Corporation**, a Delaware corporation ("Seller"), in favor of **Verimatrix, Inc.** a Delaware corporation ("Verimatrix"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Verimatrix and Seller, dated as of August 31, 2015 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Verimatrix, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions, as applicable;

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Verimatrix, and Verimatrix hereby accepts, all of Seller's right, title and interest in and to the following (the "Assigned IP"):

(a) the trade names listed on Schedule 1 hereto, any derivatives thereof, and all other trademarks, service marks, logos and trade names used exclusively by the Business, including all Registered Intellectual Property and Intellectual Property attributable thereto (the "Trademarks") and all goodwill appurtenant thereto;

(b) the copyright registrations set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the "Copyrights");

(c) the patents and patent applications listed in Schedule 3 hereto, all patents that issue from such patent applications, and all continuations, continuations-in-part, divisionals, extensions, substitutions, reissues, re-examinations and renewals, of any of the foregoing, and any patents or patent applications from which any of them claim priority or that claim priority from any of them, and all inventions disclosed and claimed in any of the foregoing (the "Patents");

(d) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the Register of Copyrights in the United States Copyright Office, as applicable, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Verimatrix. Following the date hereof, upon Verimatrix's reasonable request and at Verimatrix's sole cost and expense, Seller shall take such steps and actions, and provide such cooperation and assistance to Verimatrix and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned IP to Verimatrix, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Verimatrix with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, and when so executed each counterpart shall be deemed an original, and said counterparts together shall constitute one and the same instrument. Facsimile signatures shall be as effective as original signatures.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

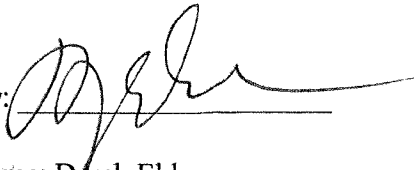
6. Governing Law. This IP Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Delaware as applied to contracts entered into solely between residents of, and to be performed entirely in, such state. The parties hereto do hereby irrevocably submit to the jurisdiction of any state or federal court located in the State of Georgia, solely in respect of the interpretation and enforcement of the provisions of this IP Assignment and in respect of the transactions contemplated hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof, that is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this IP Assignment may not be enforced in or by such courts, and the parties hereto irrevocably agree that all

claims with respect to such action or proceeding shall be heard and determined in such a state or federal court. The parties hereby consent to and grant any such court jurisdiction over the person of such parties and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 10.1 of the Asset Purchase Agreement, or in such other manner as may be permitted by law, shall be valid and sufficient service thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Concurrent Computer Corporation

By: 

Name: Derek Elder

Title: President & Chief Executive Officer

Address for Notices:

4375 River Green Parkway, Suite 100, Duluth, GA 30096

AGREED TO AND ACCEPTED:

Verimatrix, Inc.

By: _____

Name:

Title:

Address for Notices:

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

Concurrent Computer Corporation

By: _____

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

Verimatrix, Inc.

By: Thomas A. Munro

Name: Thomas A. Munro

Title: CEO

Address for Notices:

Verimatrix, Inc.

Attn: General Counsel

6059 Cornerstone Ct West

San Diego, CA 92121

USA

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

1. 'UpLift' trademark registration: U.S. Trademark Application No. 86392157.
<http://tmsearch.uspto.gov/bin/showfield?f=doc&state=4808:rp3lz8.2.5>

SCHEDULE 2

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

SCHEDULE 3

ASSIGNED PATENTS REGISTRATIONS AND APPLICATIONS

FILE NUMBER	CLIENT REF. NO.	TITLE	SERIAL NO.	FILING DATE	STATUS	ISSUE DATE	PATENT NO.	INVENTORS	NEXT DUE DATE:ACTIVITY	NEXT DUE DATE:ACTION	NEXT DUE DATE:DUE DATE
<u>BTCUR0043DF</u>		<u>UpLift</u>	86392157	Sep 11, 2014	Pending				Opposition Period	Opposition Period End Date	Oct 1, 2015