

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM380721

<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>
ALCATEL-LUCENT USA INC.		05/29/2014	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CHINA INFOTECH (LUXEMBOURG) S.A.		
<b>Street Address:</b>	11-13, Boulevard de la Foire		
<b>City:</b>	Grand-Duche du Luxenbourg		
<b>State/Country:</b>	LUXEMBOURG		
<b>Postal Code:</b>	L-1528		
<b>Entity Type:</b>	Corporation: LUXEMBOURG		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1932279	OMNISWITCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8453597798		
<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>	(845) 359-7700		
<b>Email:</b>	jzaccaria@notaromichalos.com, nmipc@notaromichalos.com		
<b>Correspondent Name:</b>	Notaro, Michalos & Zaccaria P.C.		
<b>Address Line 1:</b>	100 Dutch Hill Road, Suite 240		
<b>Address Line 4:</b>	Orangeburg, NEW YORK 10962		
<b>ATTORNEY DOCKET NUMBER:</b>	J1231-015		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Notaro, Michalos & Zaccaria P.C.		
<b>Address Line 1:</b>	100 Dutch Hill Road		
<b>Address Line 4:</b>	Orangeburg, NEW YORK 10962		
<b>NAME OF SUBMITTER:</b>	John Zaccaria		
<b>SIGNATURE:</b>	/J1231-015-JZ-DF/		
<b>DATE SIGNED:</b>	04/15/2016		
<b>Total Attachments: 9</b>			

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## **2/ TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT**

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Agreement"), effective as of the Closing Date, is made and entered into by and between Alcatel-Lucent USA Inc., a Delaware corporation with its principal place of business at 600-700 Mountain Avenue, Murray Hill, New Jersey 07974-0636, USA ("Seller") and China Infotech (Luxembourg) S.A., a Luxembourg company with its address at 11-13, Boulevard de la Foire, L-1528 Luxembourg, Grand-Duché du Luxembourg ("Buyer").

WHEREAS, Seller and other companies of the Alcatel-Lucent group and China Huaxin Post and Telecommunication Economy Development Center ("Huaxin"), an indirect shareholder of the Buyer, entered into a Share and Asset Purchase Agreement dated May 29, 2014 (the "SAPA") whereby Seller shall sell and Huaxin acquire a certain Business; and

WHEREAS, Seller is the owner of the Assigned Trademarks and Domain Name (as defined below) which are exclusively associated with the Business.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and in the SAPA, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereto agree as follows:

### ARTICLE 1 – DEFINITIONS

1.1 Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to them in the SAPA.

1.2 "Assigned Trademarks and Domain Name" shall mean the trademarks and domain name listed in Schedule A and Schedule B hereto.

### ARTICLE 2 – PURCHASE AND SALE

2.1 Seller hereby sells, assigns and transfers to Buyer, which accepts, all of Seller's rights, title and interest in and to the Assigned Trademarks and Domain Name, including any rights of priority and any common law rights relating thereto throughout the world, together with the goodwill of the business connected with and symbolized by the Assigned Trademarks and Domain Name and the current registrations thereof. As of the Closing Date, Buyer shall enjoy all benefit of the Assigned Trademarks and Domain Name and all rights of ownership of the Assigned Trademarks and Domain Name, including, without limitation, the rights to exploit, use, license and dispose of the Assigned Trademarks and Domain Name and the rights to all proceeds of the foregoing, including the rights to institute, continue or defend any past, present or future suit or action relating to the Assigned Trademarks or Domain Name and to recover damages for any past, present or future infringement thereof. To that effect, Buyer is subrogated to all Seller's rights and actions, in substitution for those of Seller.

2.2 Buyer shall bear all costs associated with the recordation of the transfer of ownership of the Assigned Trademarks and Domain Name with the relevant authorities. Seller shall cooperate fully to that effect and shall provide all corresponding information, documents and records in its possession, sign all documents and instruments, take all rightful oaths and affidavits, and do all other acts necessary or desirable to secure in said Assignee, its successors or assigns, the title to and full benefit of all rights hereby assigned, as reasonably requested by Buyer.

### ARTICLE 3 – CONSIDERATION

3.1 This Agreement is executed in consideration of the execution of the SAPA.

**ARTICLE 4 – REPRESENTATIONS AND WARRANTIES**

- 4.1 Seller hereby represents and warrants to Buyer as of the Closing:
- a) Seller is the sole owner of all rights, title and interest in and to the Assigned Trademarks and Domain Name, and Seller has the authority to grant the assignment set forth in the above Section 2.1;
  - b) All necessary registration fees due in connection with the Assigned Trademarks and Domain Name have been paid, and all necessary documents in connection with the Assigned Trademarks and Domain Name have been filed with the relevant authorities for the purposes of prosecuting and establishing ownership the Assigned Trademarks and Domain Name; and
  - c) To the knowledge of Seller, there is no pending or threatened legal action or claim concerning third parties in which the Assigned Trademarks and Domain Name are involved.

4.2 EXCEPT AS SET FORTH IN THE ABOVE SECTION 4.1 AND IN THE SAPA, THE ASSIGNED TRADEMARKS AND DOMAIN NAME ARE ASSIGNED “AS IS” WITH ALL FAULTS, LATENT OR PATENT. SELLER MAKE NO OTHER REPRESENTATION OR WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, NO REPRESENTATION OR WARRANTY THAT THE ASSIGNED TRADEMARKS AND DOMAIN NAME AND THEIR USE WILL NOT INFRINGE ANY TRADEMARK, TRADE NAME, OR ANY OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.

**ARTICLE 5 – RECORDATION**

- 5.1 Seller hereby authorizes the relevant trademark registration authority in any country to record this Agreement.
- 5.2 Seller shall apply, at its own cost, for the recording of the release of the registered Liens with all relevant authorities within a deadline of two (2) months from the Effective Date.

**ARTICLE 6 – NOTICES**

As an exception to Section 12.6 of the SAPA, notices to Seller under this Agreement shall be sent to:

Alcatel-Lucent International  
Trademark Department  
148-152, route de la Reine  
91200 Boulogne-Billancourt  
France  
Attn: General Trademark Counsel  
Email Address: trademark.department@alcatel-lucent.com

**ARTICLE 7 – GENERAL**

7.1 This Agreement shall be governed by and enforced in accordance with French law, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

7.2 This Agreement being ancillary to the SAPA, it shall be governed by all applicable provisions of the SAPA, including but not limited to jurisdiction provisions. In case of inconsistency or divergence of interpretation as between this Agreement and the SAPA, the latter shall prevail.

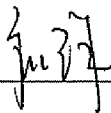
7.3 This Agreement shall be binding upon and shall inure to the benefit of Buyer and its respective successors and assigns.

7.4 All powers are given to the bearer of an original copy of this Agreement to perform all appropriate formalities related thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives in two (2) original counterparts.

**BUYER:**

CHINA INFOTECH (LUXEMBOURG)  
S.A.

By: 

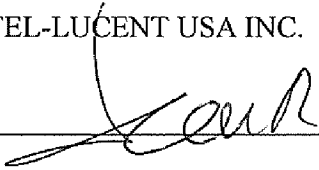
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER:**

ALCATEL-LUCENT USA INC.

By: 

Name: Jean RABY

Title: Chief Financial & Legal Officer

Date: \_\_\_\_\_

SCHEDULE A  
TRADEMARKS

Please see below.

Scheduile A (All US Trademarks)

Legal Owner	Trademark	Country	Filing type	Classes	Filing number	Registration number	Status	Next Renewal Date
ALCATEL-LUCENT USA INC.	OMNIACCESS	United States of America	National	09	78/112 657	2 736 678	Registered	July 15, 2023
ALCATEL-LUCENT USA INC.	OMNISTACK	Argentina	National	09	3080843	2 513 253	Registered	July 6, 2022
ALCATEL-LUCENT USA INC.	OMNISTACK	Australia	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Austria	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Belarus	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Brazil	National	09	831019140		Pending	
ALCATEL-LUCENT USA INC.	OMNISTACK	Bulgaria	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Canada	National	09	1 529 775	TMA4842-074	Registered	February 1, 2028
ALCATEL-LUCENT USA INC.	OMNISTACK	Chile	National	09	1040851		Pending (examination in progress)	
ALCATEL-LUCENT USA INC.	OMNISTACK	China	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Croatia	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Czech Republic	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Denmark	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Egypt	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Estonia	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Finland	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	France	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Germany	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Greece	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Hong Kong	National	09	301891152	301891152	Registered	April 14, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Hungary	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	India	National	09	2131344		Pending	April 18, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Iran	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Ireland	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Israel	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Italy	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Japan	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Latvia	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Lithuania	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Macedonia	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Malaysia	National	09	2011007583	2011007583	Registered	April 27, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Mexico	National	09	1172412	1 281 234	Registered	April 19, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Morocco	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	New Zealand	National	09	840437	840437	Registered	April 18, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Norway	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Poland	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Portugal	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Romania	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Russia	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Serbia	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Singapore	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Slovakia	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Slovenia	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	South Africa	National	09	2011/09256	2011/09256	Registered	April 15, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Spain	International	09	1 076 200	1 076 200 A	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Sweden	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Switzerland	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Taiwan	National	09	100018905	1499007	Registered	January 15, 2022
ALCATEL-LUCENT USA INC.	OMNISTACK	Turkey	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	Ukraine	International	09	1 076 200	1 076 200	Registered	April 13, 2021



ALCATEL-LUCENT USA INC.	OMNISTACK	United Kingdom	International	09	1 076 200	1 076 200	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISTACK	United States of America	National	09	75/336 613	2 229 642	Registered	March 2, 2019
ALCATEL-LUCENT USA INC.	OMNISWITCH	Argentina	National	09	3080844	2 513 254	Registered	July 6, 2022
ALCATEL-LUCENT USA INC.	OMNISWITCH	Australia	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Austria	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Brazil	National	09	831019158		Pending	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Bulgaria	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Canada	National	09	1 529 774		Pending (examination in progress)	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Chile	National	09	949538	960173	Registered	August 27, 2022
ALCATEL-LUCENT USA INC.	OMNISWITCH	China	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Croatia	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Czech Republic	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Denmark	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Egypt	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Estonia	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Finland	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	France	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Germany	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Greece	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Hong Kong	National	09	301891125	301891125	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Hungary	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	India	National	09	2131345		Pending	April 18, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Iran	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Ireland	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Israel	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Italy	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Japan	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Latvia	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Lithuania	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Macedonia	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Malaysia	National	09	2011007584		Pending (examination in progress)	April 27, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Mexico	National	09	1172411	1 295 701	Registered	April 19, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Morocco	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	New Zealand	National	09	840438	840438	Registered	April 18, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Poland	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Portugal	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Romania	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Russia	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Serbia	International	09	1 075 269	1 075 269	Pending (examination in progress)	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Singapore	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Slovakia	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Slovenia	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	South Africa	National	09	2011/09255	2011/09255	Registered	April 15, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	South Korea	International	09	1 075 269 A	1 075 269 A	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Spain	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Sweden	International	09	1 075 269		Pending (examination in progress)	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Switzerland	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Taiwan	National	09	100018906	1499008	Registered	January 15, 2022
ALCATEL-LUCENT USA INC.	OMNISWITCH	Turkey	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	Ukraine	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	United Kingdom	International	09	1 075 269	1 075 269	Registered	April 13, 2021
ALCATEL-LUCENT USA INC.	OMNISWITCH	United States of America	National	09	74/494 022	1 932 279	Registered	October 31, 2015

SCHEDULE B  
DOMAIN NAMES

Please see below.

**Schedule B (ALU-USA Domain name)**

Domain Name  
edial.com

Country / Extension type  
Generic

Legal Owner  
ALCATEL-LUCENT USA INC.

Current Status  
Transfer of management in progress

**TRADEMARK**

**REEL: 005771 FRAME: 0730**

**RECORDED: 04/15/2016**