

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396826

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metaswitch Networks Ltd		05/09/2016	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Tigera, Inc.		
Street Address:	4077 17th St		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94114		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86322686	PROJECT CALICO	
Serial Number:	86322694	PROJECT CALICO	
CORRESPONDENCE DATA			
Fax Number:	3172317433		
<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:	3172361313		
Email:	jgard@btlaw.com		
Correspondent Name:	Julia Spoor Gard		
Address Line 1:	11 South Meridian Street		
Address Line 4:	Indianapolis, INDIANA 46204		
NAME OF SUBMITTER:	Julia Spoor Gard		
SIGNATURE:	/jgard/		
DATE SIGNED:	08/30/2016		
Total Attachments: 5			
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EXHIBIT B

Trademark Assignment Agreement

This Trademark Assignment Agreement (“Assignment”) is made and entered into as of this 9th day of May, 2016 (“Effective Date”), by and between Metaswitch Networks Ltd, a limited company registered in England and Wales, having its principal place of business at 100 Church St, Enfield, EN2 6BQ, UK, (“Assignor”), and Tigera, Inc., a Delaware corporation having its registered address at 4077 17th St San Francisco, CA 94114 (“Assignee”).

WHEREAS, Assignor is the owner of the trademark and/or service mark registrations and applications identified on Schedule A attached hereto (the “Marks”), in the United States Patent and Trademark Office and any applicable trademark authorities in other jurisdictions; and

WHEREAS, Assignor desires to transfer and assign its interests in the Marks to Assignee.

NOW, THEREFORE, pursuant to the terms of that certain Contribution Agreement, dated as of the date hereof, between Assignor and Assignee (“Contribution Agreement”), concurrently herewith for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:


1. Assignor hereby irrevocably assigns, sells, conveys and transfers unto Assignee, all of Assignor’s rights, title and interests in and to the Marks, together with (i) the applications for registration and registrations of the Marks, (ii) all common law rights that Assignor may have in the Marks, (iii) the right to prosecute such applications or any new applications for the Marks and enjoy the benefits of any registrations resulting therefrom, (iv) the goodwill of the business symbolized by and associated with the Marks and (v) the right to sue (including filing and prosecuting opposition, cancellation and similar proceedings) and recover for, and the right to profits or damages due or accrued, arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or such associated goodwill. Assignor hereby requests that all appropriate trademark offices issue registrations in the name of Assignee.
2. Assignor hereby agrees with Assignee that Assignor, upon request, shall execute any and all further instruments regarding the assignments and transfers contemplated by this Assignment, which may be reasonably required in order to better secure to Assignee the use and benefit of any and all of the Marks, and that Assignor has not executed and will not execute any agreement in conflict with this Assignment. Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as Assignor’s agents and attorneys-in-fact to act for and in behalf and instead of Assignor, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Assignor.

3. Assignor hereby covenants and agrees that it shall not challenge or assist others to challenge any of the Marks or attempt to register or cause to be registered (or make any filing with respect to) any of the Marks or any marks, logos or trade names confusingly similar thereto, anywhere in the world.
4. Except as otherwise set forth herein or in the Contribution Agreement, this Assignment is made without any representations or warranties of any kind, whether express, implied, or otherwise.
5. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed or caused this Assignment to be executed by it or its duly authorized officer as of the date first written above.

METASWITCH NETWORKS LIMITED by


Name: Martin Lund
Position: Director

Date: _____

Address: 100 Church Street, Enfield EN2 6BQ
United Kingdom

ASSIGNEE:

TIGERA, INC.

By: _____
Name: _____
Title: _____

State of California

County of _____

On this ____ day of _____, 2016, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

IN WITNESS WHEREOF, the undersigned have executed or caused this Assignment to be executed by it or its duly authorized officer as of the date first written above.

METASWITCH NETWORKS LIMITED by:

Name:

Position: Director

Date: _____

Address: 100 Church Street, Enfield EN2 6BQ
United Kingdom

ASSIGNEE:

TIGERA, INC.

By: 

Name:

Title:

State of California

County of _____

On this ____ day of _____, 2016, before me, _____, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Signature Page to Exhibit B to Metaswitch Networks Ltd. Contribution Agreement

Schedule A to Trademark Assignment Agreement

MARKS

Registered Trademarks

1. PROJECT CALICO (USPTO Registration No. 86322686)
2. PROJECT CALICO (USPTO Registration No. 86322694)
2. PROJECT CALICO (European Union Registration No. 013049291)