

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM398455

<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>
Nortel Networks Limited		05/28/2010	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Genband US LLC		
<b>Street Address:</b>	3605 E. Plano Parkway		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75074		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	73132389	D M S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	972-436-8141		
<b>Email:</b>	admin@tbennettlaw.com		
<b>Correspondent Name:</b>	Tamera H. Bennett		
<b>Address Line 1:</b>	132 W. Main Street		
<b>Address Line 4:</b>	Lewisville, TEXAS 75057		
<b>NAME OF SUBMITTER:</b>	Tamera H. Bennett		
<b>SIGNATURE:</b>	/Tamera H. Bennett/		
<b>DATE SIGNED:</b>	09/14/2016		
<b>Total Attachments: 7</b>			
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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("Assignment") is entered into as of May 28, 2010, between NORTEL NETWORKS LIMITED, a corporation duly incorporated under the laws of Canada, having its executive offices at 195 The West Mall, Toronto, Ontario, Canada ("NNL," the "Assignor") and GENBAND US LLC, a limited liability company organized under the laws of Delaware ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

WHEREAS, Assignor and GENBAND Inc., a Delaware corporation ("GENBAND"), are parties to the Asset Sale Agreement, dated December 22, 2009 (the "Purchase Agreement") pursuant to which Assignor has sold, and GENBAND has purchased, certain assets of Assignor, including, without limitation, the trademark registrations and applications for registration therefor identified and set forth on Schedule A attached hereto (such trademark registrations and applications, the "Marks");

WHEREAS, GENBAND has assigned its rights and obligations under the Purchase Agreement to certain Designated Purchasers, including Assignee; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Assignor and the Assignee each hereby agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts the assignment of, all of Assignor's right, title and interest in, to and under the Marks, including the registrations and registration applications therefor and all common law rights therein, together with the goodwill associated therewith, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and 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 (A) all income, royalties, damages and payments due or payable after the date hereof relating to the Marks, except for (x) any income, royalties, damages and payments from claims asserted prior to the date hereof or payment obligations accrued for periods prior to the date hereof, whether or not due or payable after the date hereof, and (y) any income or royalties payable under any contract, arrangement or agreement other than the Assigned Contracts; (B) the right, if any, to register, prosecute, maintain and defend the Marks before any public or private agency or registrar; and (C) the right to sue and recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations thereof, the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations, and the right to fully and entirely stand in the place of the Assignor in all matters related thereto.

**EXECUTION VERSION**  
**confidential**

2. Assignor hereby requests the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks.
3. At Assignee's expense, Assignor shall execute and deliver to Assignee, its successors and assigns, and their legal representatives such documents and provide such assistance as Assignee or any such other person or entity may reasonably request in connection with effectuating this Assignment and perfecting Assignee's title in, to and under the Marks.
4. Except as expressly provided in the Purchase Agreement, Assignor makes no warranties, express or implied, with respect to the Marks.
5. This Assignment shall be governed by the governing law provision of the Purchase Agreement. In the event of conflict between the provisions herein and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. Notwithstanding any other provision of this Assignment to the contrary, nothing contained in this Assignment shall in any way supersede, merge with, modify, replace, amend change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions set forth in the Purchase Agreement nor shall this Assignment reduce, expand or enlarge any remedies under the Purchase Agreement. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by the Parties hereto. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

END OF PAGE  
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, this Assignment has been executed by the duly authorized representatives of the Parties the day and year first above written.

**ASSIGNOR**

**NORTEL NETWORKS LIMITED**

By: 

Name: John D. Gittle

Title: SVP, Corporate Services and  
Chief Financial Officer

Address: 5945 Airport Road, Suite 360  
Mississauga, Ontario, Canada L4V 1R9

By: 

Name: Anna Ventresca

Title: General Counsel-Corporate and  
Corporate Secretary

Address: 5945 Airport Road, Suite 360  
Mississauga, Ontario, Canada L4V 1R9

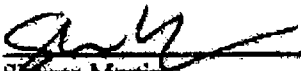
Signature Page  
Short Form Mark Assignment

**TRADEMARK**  
**REEL: 005875 FRAME: 0942**

IN WITNESS WHEREOF, this Assignment has been executed by the duly authorized representatives of the Parties the day and year first above written.

**ASSIGNEE**

**GENBAND US LLC**

By:   
Name: Shamus Martin  
Title: Executive Vice-President and  
General Counsel  
Address: 3605 E. Plano Pkwy, Suite 100  
Plano, Texas 75074

[Trademark Assignment - GENBAND US LLC]

TRADEMARK  
REEL: 005875 FRAME: 0943

CITY OF MISSISSAUGA)

PROVINCE OF ONTARIO)

Before me, the undersigned, a notary public in and for said City and Province, personally appeared John Doolittle and Anna Ventresca, authorized representatives of Nortel Networks Limited, a Canadian corporation, who acknowledged the execution of the foregoing Mark Assignment to be their voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 27 day of May, 2010.

Donna Woollett  
Notary Public

DONNA WOOLLETT, Notary Public, Regional Municipality of Peel,  
limited to the attestation of instruments and the  
taking of affidavits, for Nortel Networks Corporation  
and its subsidiaries. Expires January 29, 2011.

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Notary Page  
Short Form Mark Assignment

TRADEMARK  
REEL: 005875 FRAME: 0944

STATE OF Texas )  
COUNTY OF Collin )

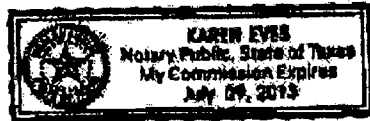
Before me, the undersigned, a notary public in and for said County and State, personally appeared Shawna Martin, an authorized representative of GENBAND US LLC, a Delaware limited liability company, who acknowledged the execution of the foregoing Patent Assignment to be ~~his~~ <sup>her</sup> voluntary act and deed on behalf of said company.

WITNESS MY HAND AND SEAL THIS 24 day of may, 2010,

Karen Eves  
Notary Public

Printed: KAREN EVES

My Commission Expires: 7-9-13



[Trademark Assignment - GENBAND US LLC]

TRADEMARK  
REEL: 005875 FRAME: 0945



**Schedule A  
to Trademark Assignment**

<i>Trademark</i>	<i>Country</i>	<i>Owner<sup>1</sup></i>	<i>Appln #</i>	<i>Appln Filing Date</i>	<i>Regn #</i>	<i>Regn Issued Date</i>	<i>Current Status</i>
DMS (design mark)	United States	Nortel Networks Ltd	73132389	6/30/1977	1109917	12/26/1978	Registration

<sup>1</sup> *Nortel to confirm ownership for all marks*