

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406958

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOKIA NETWORKS US SON LLC		07/11/2015	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	NOKIA SOLUTIONS AND NETWORKS OY		
Street Address:	KARAPORTTI 3		
City:	02610 ESPOO		
State/Country:	FINLAND		
Entity Type:	Corporation: FINLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4435248	EDEN ROCK COMMUNICATIONS	
Registration Number:	4406114	EDEN NET	
Registration Number:	4395559	DYNAMIC OPTIMIZATION. LEADING EDGE PERFO	
CORRESPONDENCE DATA			
Fax Number:	2165796073		
<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:	216-579-1700		
Email:	lhawkins@pearne.com		
Correspondent Name:	JOHN P. MURTAUGH/PEARNE & GORDON LLP		
Address Line 1:	1801 EAST 9TH STREET, SUITE 1200		
Address Line 4:	CLEVELAND, OHIO 44114-3108		
ATTORNEY DOCKET NUMBER:	BRAQ-J5575		
DOMESTIC REPRESENTATIVE			
Name:	JOHN P. MURTAUGH		
Address Line 1:	1801 EAST 9TH STREET, SUITE 1200		
Address Line 4:	CLEVELAND, OHIO 44114-3108		
NAME OF SUBMITTER:	JOHN P. MURTAUGH		
SIGNATURE:	/johnpmurtaugh/		

CH \$90.00 4435248

DATE SIGNED:	11/30/2016
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Total Attachments: 13
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement") is entered into as of July 11, 2015 (the "Effective Date"), by and among NOKIA NETWORKS US SON LLC ("Assignor") and NOKIA SOLUTIONS AND NETWORKS OY, a corporation organized under the laws of Finland, registered office address at Karaportti 3, 02610 Espoo, Finland ("the Assignee") (each a "Party" and together, the "Parties").

WHEREAS,

- A. As of July 10, 2015 (the "Closing Date") Nokia Networks US SON, LLC, a Washington limited liability company, was merged with and into Eden Rock Communications, LLC (formerly known as Eden Rock Wireless, LLC) ("Company"), with Company continuing as the surviving entity in the merger as a wholly owned subsidiary of Nokia Solutions and Networks US LLC under the name "Nokia Networks US SON LLC".
- B. Pursuant to a Research and Development Agreement between Assignor and Assignee effective as of July 11, 2015 (the "R&D Agreement") (a) Assignor performs ongoing development work for Assignee and assigns to Assignee the Results, Documentation and Deliverables from such development work, and (b) Assignor grants Assignee license rights to certain background intellectual property held by Assignor;
- C. The Parties wish to leave the R&D Agreement in place but provide that Assignor's background intellectual property will be transferred to Assignee;
- D. Assignor is willing to assign to Assignee all rights, title, and interest in and to all such background intellectual property, as well as any other intellectual property rights of Assignor as of the Closing Date.

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

1. **Assignment.**
 - (a) The Assignor hereby sells, assigns, transfers, conveys, and delivers to the Assignee its entire right, title, and interest in and to the Assigned Intellectual Property, including without limitation the assets set forth on Schedule 1 (the "Assignment"). "Assigned Intellectual Property" means any and all intellectual property which, as of the Effective Date, Assignor owns (in whole or in part) or has the right to license, including without limitation any or all of the following throughout the world, whether registered or unregistered, as applicable: (i) all classes or types of patents and patent applications, including utility models, provisional applications, design patents, registered and unregistered industrial designs and all other similar protection of inventions as recognized by applicable law, for the aforementioned, in all countries of the world and all related continuations, continuing prosecution applications,

continuations-in-part, divisions, divisionals, extensions, substitutions, renewals, confirmations, reissues, re-registrations and all results of oppositions, reexaminations, supplemental examinations and other review procedures for any of the foregoing; (ii) ideas, information, inventions (whether or not patentable), documentation, invention disclosures, information maintained as trade secrets, know-how, concepts, processes, formulae, patterns, molds, tooling, engineering data, cost data, compilations of information, reports, data, databases and data collections, algorithms, methods of manufacture, methods of use, business methods, process flow sheets, customer lists, mailing lists, plans and reports, or other similar data and information; (iii) copyrights under any applicable copyright law, whether registered or unregistered; (iv) computer software programs and software systems in object code, source code or any language, including software compilations, software implementations of algorithms, software tool sets, compilers, and software models and methodologies, regardless of the stage of development, and all media on which any of the foregoing are recorded and all related documentation; (v) trademarks, service marks, logos, trade dress and trade names, and Web addresses and domain names, whether registered or unregistered, and all registrations and pending applications to register the foregoing worldwide, as well as all goodwill associated with the foregoing; and (vi) any similar corresponding or equivalent intellectual property rights to any one of the foregoing.

- (b) To the extent that, if any, that any of the Assigned Intellectual Property is not assignable or Assignor retains any right, title or interest therein or thereto, Assignor hereby grants and agrees to grant to Assignee a perpetual, irrevocable, fully paid-up, royalty-free, transferable, sublicensable (through multiple levels of sublicensees), exclusive, worldwide right and license to use, reproduce, distribute, display and perform (whether publicly or otherwise), prepare derivative works of, modify, make, sell, offer to sell, import and otherwise exploit such the relevant Assigned Intellectual Property and any rights therein or thereto, in any form or media now known or later developed. Assignor further waives any rights of authorship, attribution, paternity, integrity, disclosure, withdrawal or any other rights known as "moral rights" in the Assigned Intellectual Property which Assignor may have under any applicable law under any legal theory.
- (c) The entire interest assigned herein is to be held and enjoyed by the Assignee and by its successors, assigns, and legal representatives as fully and entirely as the same would have been held by the Assignor had this Assignment not been made.
- (d) In furtherance of this Assignment, the Assignor hereby acknowledges that, from this date forward, the Assignee has succeeded to all right, title, and standing of the Assignor to (a) receive all rights and benefits pertaining to the Assigned Intellectual Property, (b) institute and prosecute all suits and proceedings and take all actions that the Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all of the Assigned Intellectual Property, including the right to recover for damages, royalties or settlements for past, present and/or future infringements, and all rights to seek and obtain injunctive or other equitable relief, and (c)

defend and compromise any and all such actions, suits, or proceedings relating to such Assigned Intellectual Property and do all other such acts and things in relation thereto as the Assignee, in its sole discretion, deems advisable.

2. **Delivery.** On the Effective Date, or such later date as mutually agreed between the Parties, Assignor shall deliver to Assignee all documents and technical information relating to the Assigned Intellectual Property.

3. **Payment.** The Parties agree, as of the Effective Date, that the purchase price payable by Assignee to Assignor in consideration for the Assignment shall be _____ (the "Purchase Price"). Assignee shall pay the Purchase Price to Assignor within ninety (90) days of receipt of Assignor's invoice for same.

4. **Further Assurances.** Each Party hereby agrees that it will, at any time and from time to time after the date hereof, and without further consideration, take all such further actions, and execute and deliver all such further instruments or documents (including, without limitation, any documents required to register or otherwise perfect the Assignment), as may be reasonably requested by the other Party to effectuate the purposes of this Agreement and/or give effect to the rights of the Parties hereunder. Assignee shall be responsible for all registration-related costs and expenses.

5. **Representations and Warranties.** Assignor represents and warrants to Assignee that, to the best of Assignor's knowledge, as of the Effective Date:

- (a) Assignor is the owner of all rights, title and interest in and has the unrestricted right to freely dispose of the Assigned Intellectual Property; and
- (b) All application and renewal fees, costs, charges, taxes and other steps required for the maintenance or protection of any patents included in the Assigned Intellectual Property incurred prior to the Effective Date have been duly and timely paid.

6. **Governing Law.** This Agreement, its subject matter, and all other agreements regarding its performance, shall be governed by and construed in accordance with the substantive laws of Finland, with the exclusion of the Vienna Convention on the International Sale of Goods and without regard to the conflict of law rules of Finland.

7. **Dispute Resolution.** If any difference, dispute or claim arises out of or in connection with this Agreement (the "Dispute"), the Parties shall attempt to settle such Dispute amicably. If the Parties shall have, acting in good faith, failed to resolve the Dispute within twenty (20) business days after one Party has notified the other Party in writing, the Dispute shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce. The place of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English. The arbitrator shall be appointed by the Arbitration Institute of the Finland Chamber of Commerce and the rules of


the said institute are to be followed in the arbitration. The award shall be final and binding and enforceable in any court of competent jurisdiction.

8. General Provisions.

- (a) If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, the Parties shall negotiate in good faith to agree upon a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of this Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then the remainder shall be enforced to the extent permitted by law.
- (b) This Assignment will inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.
- (c) The Parties may execute this Agreement in counterparts, each of which constitutes an original as against the Party that signed it, and which together constitute one agreement. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Party. The signatures of both Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission which includes a copy of the sending Party's signature(s) is as effective as signing and delivering the counterpart in person.

IN WITNESS WHEREOF this Agreement has been duly signed and executed by the Parties as of the date written above.

NOKIA NETWORKS US SON LLC

By:  _____

Name: *Ricky Coetzer*

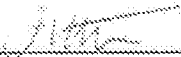
Title: *President*

By: _____

Name:


Title:

NOKIA SOLUTIONS AND NETWORKS OY

By:  _____

Name: *Ingrid Viitanen*
Authorized signatory

Title:

By:  _____

Name:

Title:

SCHEDULE 1

Issued patents (1 of 2)

NSA Ref	Additional file reference	Filing date	Application number	Publication number	Grant date	Grant number	Applicant / Name
2009P02285 US	ERC-001	16.06.2009	12/495,333		13.11.2012	8310886	Eden Rock Communications
2009P02286 US	ERC-009	09.04.2009	12/421,075		08.05.2012	8173603	Eden Rock Communications
2009P02287 US	ERC-002A	08.04.2009	12/430,320		24.08.2013	8543685	Eden Rock Communications
2009P02287 US-01	ERC-002	08.04.2009	12/430,299		23.04.2014	8713176	Eden Rock Communications
2010P02282 US	ERC-012U	19.02.2010	12/799,372	2010-0215481	31.12.2013	8620333	Eden Rock Communications
2010P02283 US	ERC-013	22.02.2010	12/799,321	2010-0215407	26.03.2013	8406759	Eden Rock Communications
2010P02284 US	ERC-018	24.02.2010	12/711,895	2010-0216407	02.08.2014	8824971	Eden Rock Communications
2010P02285 US	ERC-019	20.01.2010	12/690,885	2010-0211925	02.04.2013	8411573	Eden Rock Communications
2010P02287 US	ERC-023U	18.08.2010	12/708,512	2010-0214935	25.02.2013	8385320	Eden Rock Communications
2010P02287WOC1	ERC-023CN	18.02.2010	201090078092.5	102419188	17.12.2014	102419188	Eden Rock Communications
2010P02288 US	ERC-024	23.02.2010	12/715,055	2010-0214943	17.08.2013	8528433	Eden Rock Communications
2010P02289 US	ERC-025	28.03.2010	12/748,277	2010-0245291	17.09.2013	8527731	Eden Rock Communications
2010P02290 US	ERC-026	07.04.2010	12/755,154	2010-0260044	28.03.2013	8308135	Eden Rock Communications
2010P02291 US	ERC-033	08.12.2010	12/953,484	2011-0215598	19.02.2013	8378974	Eden Rock Communications
2010P02292 US	ERC-041	17.08.2010	12/838,063	2011-0268217	03.04.2013	8412246	Eden Rock Communications
2010P02293 US	ERC-005	23.02.2010	12/711,130	2010-0215482	26.03.2013	8406777	Eden Rock Communications
2010P02294 US	ERC-006	28.01.2010	12/695,866	2010-0215408	24.09.2013	8543008	Eden Rock Communications
2010P02295 US	ERC-007	08.02.2010	12/701,912	2010-0215485	26.02.2013	8385967	Eden Rock Communications
2010P02295 US	ERC-008	22.02.2010	12/710,242	2010-0215477	24.08.2013	8543121	Eden Rock Communications

Issued patents (2 of 2)

NSA Ref	Additional file reference	Filing date	Application number	Publication number	Grant date	Grant number	Applicant / Name
2010P02077 US	BPC-010	09-02-2010	12/734,742	2010-0213033	22-02-2013	6382282	Eden Rock Communications Eden Rock
2010P02177 USD1	BPC-010.BU	09-02-2010	12/732,870	2010-0218473	19-08-2014	6611692	Communications Eden Rock
2010P02677 USD0	BPC-010.BU	03-07-2014	14/223,543	2014-0212822	24-02-2015	6685370	Communications Eden Rock
2010P02178 US	BPC-011U	08-22-2010	12/701,800	2010-0218432	06-07-2013	6487731	Communications Eden Rock
EU1402916 US	BPC-044U	08-07-2011	13/779,314	2012-0000964	27-08-2014	6737826	Communications

Pending patent applications (1 of 3)

NSN Ref	Additional file reference	Filing date	Application number	Publication number	Applicant / Name
2010P02268 US	ERC-010	19 03 2009	12/462 193		Eden Rock Communications
2010P02366 US	ERC-022	19 03 2010	12/708 382	2010-0214941	Eden Rock Communications
2010P02372 US02	ERC-041	01 03 2011	12/782 178	2010-0178073	Eden Rock Communications
2010P02512WI	ERC-041	22 08 2011	11 778 300 E	2589252	Eden Rock Communications
2010P02572WO/CH	ERC-041	08 06 2011	201180032789 7	182972082	Eden Rock Communications
2010P02574WO/CH	ERC-068	28 01 2010	201080019034 5	172815131	Eden Rock Communications
2010P02578WI		08 02 2010	107466252	2461877	Eden Rock Communications
2011P02232 US01	ERC-068	30 03 2011	82/140 182		Eden Rock Communications
2011P02233 US01	ERC-068	30 03 2011	82/140 181		Eden Rock Communications
2011P02334 US01	ERC-051	23 03 2011	82/136 874		Eden Rock Communications
2011P02335 US01	ERC-070	30 03 2011	82/140 271		Eden Rock Communications
2011P02336 HK	ERC-044	19 12 2011	131140734		Eden Rock Communications
2011P02338WI	ERC-044	08 01 2011	11804432 0	2591560	Eden Rock Communications
2011P02339WO/CH	ERC-044	08 07 2011	201180043536 7		Eden Rock Communications
2012P02252 US01	ERC-046	23 03 2011	82/137 023		Eden Rock Communications
2012P02253 US01	ERC-047	23 03 2011	82/137 011		Eden Rock Communications
2012P02284 US01	ERC-048	23 03 2011	82/137 013		Eden Rock Communications
2012P02255 US01	ERC-049	23 03 2011	82/136 247		Eden Rock Communications
2012P02256 US01	ERC-050	23 03 2011	82/136 261		Eden Rock Communications

Pending patent applications (2 of 3)

NSN Ref	Additional file reference	Filing date	Application number	Publication number	Applicant / Name
2012P02257	US01	30.03.2015	82/140,211		Eden Rock Communications
2012P02258	US01	30.03.2015	82/140,212		Eden Rock Communications
2012P02259	US01	23.03.2015	82/136,967		Eden Rock Communications
2012P02260	US01	10.05.2015	13/892,208	2013-0303145	Eden Rock Communications
2012P02261	US01	23.03.2015	82/136,898		Eden Rock Communications
2012P02262	US01	14.06.2013	13/318,743	2013-0317869	Eden Rock Communications
2012P02263	US01	30.03.2015	82/140,217		Eden Rock Communications
2012P02264	US01	30.03.2015	82/140,218		Eden Rock Communications
2012P02265	US01	23.03.2015	82/136,894		Eden Rock Communications
2012P02266	US01	23.03.2015	82/136,980		Eden Rock Communications
2012P02267	US01	30.03.2015	82/140,228		Eden Rock Communications
2012P02268	US01	30.03.2015	82/140,199		Eden Rock Communications
2012P02269	US01	28.04.2013	13/873,748	2013-0388871	Eden Rock Communications
2012P02271	US01	04.06.2013	13/800,837	2013-0324076	Eden Rock Communications
2012P02271	US02	11.03.2015	14/858,057	2015-0130530	Eden Rock Communications
2012P02271	WI	04.06.2013	13/800,889.2		Eden Rock Communications
2012P02271	WO/01	04.06.2013	201086078619.3		Eden Rock Communications
2012P02271	WO JP	04.06.2013	2015-816151		Eden Rock Communications
2012P02271	WO KR	04.06.2013	2015-7000146		Eden Rock Communications

Pending patent applications (3 of 3)

RSN Ref	Additional file reference	Filing date	Application number	Publication number	Applicant / Name
2012P022772 US01	ERC-073	03-04-2013	13/836,415	2013-0290777	Eden Rock Communications
2012P022772 US02	ERC-073	02-05-2013	13/888,203	2013-0299012	Eden Rock Communications
2012P022730WF	ERC-073	03-04-2013	13/772,128.8		Eden Rock Communications
2012P0227290C01	ERC-073	03-04-2013	201380029395.1		Eden Rock Communications
2012P0227290K01	ERC-073	03-04-2013	2013A-703093.4		Eden Rock Communications
2012P02273 US01	ERC-072	23-01-2013	13/748,938		Eden Rock Communications
2012P02274 US02	ERC-071	04-02-2013	13/758,835	2013-0293401	Eden Rock Communications
2013P0216A US	ERC-067	20-08-2013	14/033,305	2014-0213287	Eden Rock Communications
2013P02154WF	ERC081	30-10-2013	13872332.8		Eden Rock Communications
2013P02165 US	ERC-087	05-11-2013	14/072,848	2014-0213289	Eden Rock Communications
2013P02169WF		05-11-2013	13872525.4		Eden Rock Communications
2013P02156 US	ERC-084	10-12-2013	14/102,317	2014-0269382	Eden Rock Communications
2014P02290WO	ERC-086	25-03-2014	PCT/US2014/01782		Eden Rock Communications
2014P02298WO	ERC-082	23-06-2014	PCT/US2014/03733		Eden Rock Communications
2014P02297WO	ERC-100	13-08-2014	PCT/US2014/09958		Eden Rock Communications
2014P02298WO	ERC-089	13-08-2014	PCT/US2014/09948		Eden Rock Communications
2014P02299WO	ERC-094	16-07-2014	PCT/US2014/08897		Eden Rock Communications
2014P02299WO	ERC-085	10-07-2014	PCT/US2014/08881		Eden Rock Communications
2014P02292WO	ERC-090	01-03-2014	PCT/US2014/20020		Eden Rock Communications
2014P02293WO	ERC-098	02-05-2014	PCT/US2014/36653		Eden Rock Communications
2014P02304WO	ERC-091	24-05-2014	PCT/US2014/43954		Eden Rock Communications
2015P01972 US	ERC-207	25-08-2015	62/184,615		Eden Rock Communications
2015P01973 US	ERC-203	27-01-2015	62/108,489		Eden Rock Communications

Completed patent prosecutions (1 of 2)

NSI Ref	Additional file reference	Filing date	Application number	Publication number	Applicant / Name
2010P02572WO	ERC-041P	28.06.2011	PCT/FJ/E2011/42212	WO2011140865	Eden Rock Communications
2011P02332 US	ERC-058	01.12.2011	61/567,053		Eden Rock Communications
2011P02333 US	ERC-059	01.12.2011	61/567,059		Eden Rock Communications
2011P02334 US	ERC-051	17.11.2011	61/561,244		Eden Rock Communications
2011P02335 US	ERC-070	06.12.2011	61/567,440		Eden Rock Communications
2011P02336WO	ERC-0A4P	08.07.2011	PCT/US2011/043418	WO2012008564	Eden Rock Communications
2012P02252 US	ERC-046	10.07.2012	61/670,032		Eden Rock Communications
2012P02253 US	ERC-047	10.07.2012	61/670,021		Eden Rock Communications
2012P02254 US	ERC-048	01.08.2012	61/678,326		Eden Rock Communications
2012P02255 US	ERC-049	10.07.2012	61/670,034		Eden Rock Communications
2012P02256 US	ERC-050	01.08.2012	61/678,317		Eden Rock Communications
2012P02257 US	ERC-053	01.10.2012	61/708,554		Eden Rock Communications
2012P02258 US	ERC-058	01.07.2012	61/594,908		Eden Rock Communications
2012P02259 US	ERC-057	10.05.2012	61/645,287		Eden Rock Communications
2012P02260 US	ERC-060	10.05.2012	61/645,308		Eden Rock Communications
2012P02261 US	ERC-061	14.05.2012	61/659,891		Eden Rock Communications
2012P02262 US	ERC-062	14.05.2012	61/659,895		Eden Rock Communications
2012P02263 US	ERC-063	10.07.2012	61/676,011		Eden Rock Communications
2012P02264 US	ERC-067	10.07.2012	61/676,037		Eden Rock Communications

Completed patent prosecutions (2 of 2)

NSN Ref	Additional file reference	Filing date	Application number	Publication number	Applicant / Name
2012P02265 US	ERC-043	14.06.2012	61/658,853		Eden Rock Communications
2012P02266 US	ERC-040	26.04.2012	61/639,854		Eden Rock Communications
2012P02267 US	ERC-032	28.04.2012	61/639,853		Eden Rock Communications
2012P02268 US	ERC-031	03.04.2012	61/619,418		Eden Rock Communications
2012P02269 US	ERC-028	08.04.2012	61/639,851		Eden Rock Communications
2012P02270 US	ERC-029	22.04.2012	61/639,862		Eden Rock Communications
2012P02271 US	ERC-034	04.06.2012	61/655,375		Eden Rock Communications
2012P02272 US	ERC-073	03.04.2012	61/619,417		Eden Rock Communications
2012P02273 US	ERC-072	23.01.2012	61/589,851		Eden Rock Communications
2012P02274 US	ERC-071	03.02.2012	61/594,855		Eden Rock Communications
2012P02274 US01	ERC-071	03.04.2014	61/659,855		Eden Rock Communications
2014P02284 US	ERC-201	23.09.2014	62/055,583		Eden Rock Communications
2014P02285 US	ERC-200	23.09.2014	62/055,580		Eden Rock Communications
2014P02286 US	ERC-252	19.03.2014	61/953,784		Eden Rock Communications
2014P02301 WO	ERC-087	26.02.2014	PCT/US2014/18793	WO2014183908	Eden Rock Communications

Issued Trademarks:

Registration Number	Registration Date	Jurisdiction
3804808	15-Jun-10	USPTO
4139361	08-May-12	USPTO
4435248	19-Nov-13	USPTO
4161574	19-Jan-12	USPTO
4385639	07-Sep-13	USPTO
4405114	24-Sep-13	USPTO

Domain Names:

- A. edenrockcomm.com
- B. edenrockwireless.com
- C. edenrockcomm.net
- D. edenrockcomm.info
- E. edenrockcomnti.org
- F. eden-net.com
- G. edenrockcom.com