

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM407331

<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>
Polycom, Inc.		08/19/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. TelePacific Corp.		
<b>Street Address:</b>	515 S. Flower Street, 47th Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90071		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3577390	TPX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<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>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP c/o Julie Dalke		
<b>Address Line 1:</b>	650 Town Center Dr, 20th fl		
<b>Address Line 2:</b>	(028326-68-US017)		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	028326-68-US017		
<b>NAME OF SUBMITTER:</b>	Adam Kummins		
<b>SIGNATURE:</b>	/Adam Kummins/		
<b>DATE SIGNED:</b>	12/01/2016		
<b>Total Attachments: 2</b>			
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OP \$40.00 3577390

## TRADEMARK ASSIGNMENT AND CONVEYANCE AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is effective as of August 19, 2016 by and between Polycom, Inc., a Delaware corporation, ("Assignor") and U.S. TelePacific Corp., a California corporation ("Assignee").

WHEREAS, Assignor has adopted, and is, to the best of its knowledge and belief, the owner of U.S. Federal Trademark Registration No. 3577390 for the mark TPX, and the rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (the "Trademark");

WHEREAS, Assignor has acquired goodwill in the business associated with and symbolized by the Trademark;

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademark owned by Assignor in the United States; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark in the United States;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark in the United States; together with the business and goodwill symbolized by said Trademark and U.S. Registration No. 3577390.

Assignor agrees to execute and deliver, at the request and expense of Assignee, such further instruments of transfer and assignment and to take such other actions as reasonably requested by Assignee to more effectively consummate the assignments contemplated by this Assignment. Assignor authorizes the recordation of this Trademark Assignment with the United States Patent and Trademark Office and any other applicable registry or government office necessary to effect the sale, conveyance, transfer, assignment and delivery of the Trademark.

Assignee covenants and agrees to refrain from asserting any claim of trademark infringement or otherwise taking any action against Assignor based on any residual or ongoing use of the Trademark by or on behalf of Assignor, which use began before the date of this Agreement.

Assignee acknowledges that on January 13, 2014 a Security Agreement was recorded against Trademark Registration No. 3577390 and many other trademark registrations owned by Assignor, as set forth at Reel 5195 Frame 0329. Upon obtaining a release of said Security Agreement, which Security Agreement Release is expected to be received within three months of the date of this Agreement, Assignor will forward a copy of said Security Agreement Release to Assignee so it may be recorded against Trademark Registration No. 3577390.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Assignment as of the date first written above.

ASSIGNOR  
Polycom, Inc.

By: [Signature]  
Name: Sayed Drazish  
Date: 8/25/16

ASSIGNEE  
U.S. TelePacific Corp.

By: [Signature]  
Name: NA Jansen  
Date: 9/6/16

APPROVED BY LEGAL  
MSZ 9/6/16