

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOLLGRADE COMMUNICATIONS, INC.		08/09/2016	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	ACLARA TECHNOLOGIES LLC		
Street Address:	945 Hornet Drive		
City:	Hazelwood		
State/Country:	MISSOURI		
Postal Code:	63042		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3887176	LIGHTHOUSE	
Registration Number:	4434635	PREDICTIVE GRID	
CORRESPONDENCE DATA			
Fax Number:	3142311776		
<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:	314-889-8000		
Email:	uspt@polsinelli.com		
Correspondent Name:	Matthew J. Smith		
Address Line 1:	100 S. Fourth Street		
Address Line 2:	Suite 1000		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	080357-558020		
NAME OF SUBMITTER:	Matthew J. Smith		
SIGNATURE:	/Matthew J. Smith/		
DATE SIGNED:	12/07/2016		
Total Attachments: 5			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "Assignment"), effective as of August 9, 2016, is by and between Tollgrade Communications, Inc., a corporation organized under the laws of Pennsylvania (the "Assignor"), and Aclara Technologies LLC, an Ohio limited liability company ("Assignee"). Assignor and Assignee are each referred to as a "Party" and collectively referred to as the "Parties" in this Assignment.

WHEREAS, Assignor owns certain registered intellectual property listed on the Schedules attached to this Assignment;

WHEREAS, Assignor has sold to Assignee the Assigned Trademarks and Assigned Patents (as defined below, and collectively referred to as the "Assigned IP") and Assignee has purchased from Assignor the Assigned IP under that certain Asset Purchase Agreement dated as of August 9, 2016 by and among the Parties (the "Purchase Agreement");

WHEREAS, Assignor desires to assign, and Assignee desires to acquire all right, title, and interest in and to the Assigned IP, and Assignor and Assignee wish to record such acquisition in the respective patent and trademark offices, and/or relevant official offices, registrars, and registries around the world.

NOW, THEREFORE, in consideration of the premises and the agreements of the Parties set forth in the Purchase Agreement, Assignor and Assignee agree as follows:

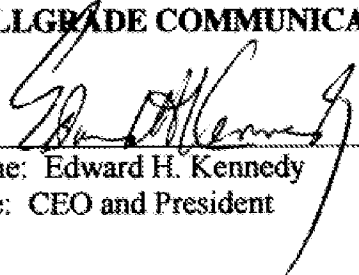
1. Assignment of Trademarks. Assignor hereby transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby (the "Assigned Trademarks").
2. Assignment of Patents. Assignor hereby transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title, and interest of Assignor in and to the patents, patent applications and design patents (including registered designs) set forth in Schedule B hereto (the "Assigned Patents").
3. No Modification. This Assignment does not enlarge, restrict, or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by any party thereto of any liabilities, duties, or obligations imposed upon any of them by the terms of the Purchase Agreement.
4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and permitted assigns of the Parties.
5. Governing Law. This Assignment shall be construed and interpreted in accordance with the laws of the State of Delaware without regard to its provisions concerning conflicts of laws, choice of law, choice of forum, or principles that might otherwise refer construction or interpretation of this Assignment to the substantive law of another jurisdiction.

6. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed.

TOLLGRADE COMMUNICATIONS, INC.

By: 
Name: Edward H. Kennedy
Title: CEO and President

ACLARA TECHNOLOGIES LLC

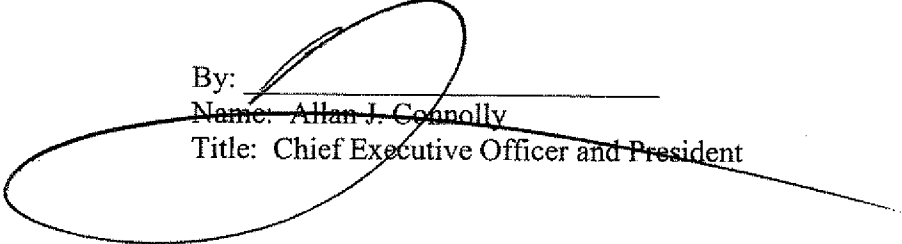
By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed.

TOLLGRADE COMMUNICATIONS, INC.

By: _____
Name:
Title:

ACLARA TECHNOLOGIES LLC

By: 
Name: Allan J. Connolly
Title: Chief Executive Officer and President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

**TRADEMARK
REEL: 005942 FRAME: 0085**

**Schedule A
Assigned Trademarks**

Trademark	Registration No.	Jurisdiction
LightHouse	3887176	U.S.
Predictive Grid	4434635	U.S.

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