

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 7/31/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

XTERA COMMUNICATIONS, INC.

- Individual(s)
- General Partnership
- Corporation- State: DELAWARE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) FEBRUARY 13, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: NEPTUNE SUBSEA IP LIMITED

Internal Address: _____

Street Address: 25 ST. GEORGE STREET

City: LONDON

State: _____

Country: ENGLAND Zip: W1S 1FS

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Private limited co Citizenship European

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s)

B. Trademark Registration No. (s)

2786774 and 2750767

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

XTERA and XTERA & design

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: KAY LYN SCHWARTZ

Internal Address: _____

Street Address: 2021 MCKINNEY AVENUE, SUITE 1600

City: DALLAS

State: TEXAS Zip: 75201

Phone Number: 214-999-4702

Fax Number: 214-999-3623

Email Address: IP@GARDERE.COM

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 07-0153

Authorized User Name KAY LYN SCHWARTZ

9. Signature:

Kay L Schwartz
Signature

4-25-17
Date

KAY LYN SCHWARTZ
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TO: ASSIGNMENT RECORDATION DEPT COMPANY: USPTO

EXECUTION VERSION**ASSIGNMENT OF TRADEMARKS**

This **ASSIGNMENT OF TRADEMARKS** (this **Assignment**) dated February 13, 2017, is made by and among the persons listed as "Assignors" on Annex 1 attached hereto (the **Assignors**), and Neptune Subsea IP Limited (**Assignee** and, together with Assignors, the **Parties**). Capitalized terms contained herein shall have the meanings ascribed to them in the Asset Purchase Agreement dated as of November 15, 2016, by and between Xtera Communications, Inc. and H.I.G. Europe – Neptune, Ltd (the **Asset Purchase Agreement**).

WHEREAS, pursuant to the Asset Purchase Agreement, Seller agreed to, and agreed to cause each of the Seller Affiliates to, assign, transfer and convey to Purchaser, directly or indirectly through the Purchaser Designees, among other things, all of the Assignors' rights, title, and interests in, to and under all trademarks, trademark registrations and trademark applications of the Assignors, including those set forth on Annex 2 attached hereto (including all service marks, and all registrations and applications containing, incorporating or associated with "Xtera"), and all issuances, extensions, and renewals thereof (collectively the **Trademarks**), in each case, together with the goodwill associated therewith.

WHEREAS, in accordance with and subject to the terms of the Asset Purchase Agreement, the Parties wish to execute this Assignment for the purpose of assigning, transferring and conveying the Trademarks to Assignee, as a Purchaser Designee.

WHEREAS, terms used but not defined herein shall have the meanings assigned to such terms in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Each of the Assignors hereby assigns, transfers and conveys to Assignee, and Assignee hereby accepts, all of each such Assignor's right, title, and interest in, to and under the Trademarks, together with the goodwill associated therewith, including all of each such Assignor's rights throughout the world to (a) claim priority under applicable Law or international convention; (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and (c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement or other violation of the Trademarks; *provided, however*, that this Assignment shall not constitute an assignment, transfer or conveyance to the extent that, if it were to convey, assign or transfer an interest in and to the Trademarks, it would impair the subsequent lawful and effective execution and recordation of a necessary country-specific form of assignment.
2. Each of the Assignors hereby authorizes the relevant authority at the United States Patent and Trademark Office and at corresponding agencies in relevant jurisdictions to record this Assignment and record Assignee as the owner of the Trademarks, and to grant any and all Trademark registrations to Assignee, as assignee of each such Assignor's entire right, title and interest in, to, and under the same.

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3. There are no restrictions, promises, representations, warranties, agreements or undertakings of any party hereto with respect to the transactions contemplated by this Assignment or the Asset Purchase Agreement other than those set forth herein or therein. In the event of any conflict between the provisions of this Assignment, on the one hand, and the provisions of the Asset Purchase Agreement (including the Schedules and Exhibits thereto), on the other hand, the provisions of the Asset Purchase Agreement shall control.
4. This Assignment may be executed in one or more counterparts, all of which will be considered one and the same instrument, and will become effective when one or more counterparts have been signed by each of the Parties hereto and delivered, in person or by facsimile or by electronic image scan, receipt acknowledged in each case, to the other party to this Assignment.
5. The laws of the State of New York, without reference to its conflicts of law principles (other than Section 5-1401 of the General Obligations Law of the State of New York) and federal law governing trademark ownership and transfer, govern all matters arising out of this Assignment and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise), except to the extent that the Laws of such state are superseded by the Bankruptcy Code or federal law governing trademark ownership and transfer.
6. Each of the Assignors shall take such further actions and execute such further documents as may be reasonably necessary or reasonably requested by Assignee in order to effectuate the intent of this Assignment and to provide Assignee in all material respects with the intended benefits of this Assignment, including the execution and delivery of any affidavits, declarations, oaths, assignments, powers of attorney or other documents, as may be reasonable to (a) effect, evidence or perfect this assignment of the Trademarks to Assignee, and (b) bring or defend any proceedings in relation to the Trademarks, including any documents related to the prosecution of any of the Trademarks in any trademark office throughout the world. Each of the Assignors hereby irrevocably grants to the Assignee power of attorney to execute and deliver any such documents on such Assignee's behalf and in its name and to do all other lawfully permitted acts to transfer legal ownership of the Trademarks to the Assignee and further the transfer, prosecution, issuance and maintenance of all rights therein, to the fullest extent permitted by law.
7. Each of the Assignors shall transfer (and cause to be transferred) to the Assignee all records, data, files and other information in each such Assignor's and each such Assignor's Affiliates' respective possession, power or control relating to the Trademarks.
8. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

[Signature page follows]

TO: ASSIGNMENT RECORDATION DEPT COMPANY: USPTO

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment as of the date first written above.

As Assignors,

XTERA COMMUNICATIONS, INC.
XTERA COMMUNICATIONS LTD.
XTERA COMMUNICATIONS CANADA, INC.
XTERA COMMUNICATIONS HONG KONG LTD.
PMX HOLDINGS, LTD.

By:



Name: Jon Hopper
Title: Authorized Person

XTERA ASIA HOLDINGS, LLC
AZEA NETWORKS, INC.
NEOVUS, INC.

By:

Name: Joseph R. Chinnici
Title: Authorized Person

XTERA COMUNICACOES DO BRASIL LTDA

By:

Name: Marcelo de Sottomaior Santini
Title: Authorized Person

As Assignee,

NEPTUNE SUBSEA IP LIMITED

By:

Name:
Title:

[Signature Page to Assignment of Trademarks]

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NEOVUS, INC.

By:



Name: Joseph R. Chinnici
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XTERA COMUNICACOES DO BRASIL LTDA

By:

Name: Marcelo de Sottomaior Santini
Title: Authorized Person

As Assignee,

NEPTUNE SUBSEA IP LIMITED

By:

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By:



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AZEAL NETWORKS, INC.
NEOVUS, INC.

By:

Name: Joseph R. Chinnici
Title: Authorized Person

XTERA COMUNICACOES DO BRASIL LTDA

By:

Name: Marcelo de Sottomaior Santini
Title: Authorized Person

As Assignee,

NEPTUNE SUBSEA IP LIMITED

By:

Name: *[Signature]*
Title: *Director*

[Signature Page to Assignment of Trademarks]

TO:ASSIGNMENT RECORDATION DEPT COMPANY:USPTO

ANNEX 1

ASSIGNORS

Xtera Communications, Inc.

Xtera Communications Ltd.

Xtera Communications Canada, Inc.

Xtera Communications Hong Kong Ltd.

PMX Holdings, Ltd

Azea Networks, Inc.

Neovus, Inc.

Xtera Comunicacoes do Brasil LTDA

Xtera Asia Holdings, LLC

TO: ASSIGNMENT RECORDATION DEPT COMPANY: USPTO

ANNEX 2

TRADEMARKS

Applicant	Mark	Country	Class	Filing Date	Application No.	Grant/Registration Date	Registration No.
Xterra Communications, Inc.	XTERA	Canada	Class 9	21-Sep-00	1075678	12-Jun-03	TMA583609
Xterra Communications, Inc.	XTERA	China	Class 9	30-Mar-10	8162760	28-Jun-11	8162760
Xterra Communications, Inc.	XTERA	European Union	Classes 9, 38 and 42	25-Sep-00	1870609	29-Mar-05	1870609
Xterra Communications, Inc.	XTERA	Japan	Class 9	18-Sep-00	2000-101699	8-Feb-02	4542731
Xterra Communications, Inc.	XTERA & Device	United States of America	Class 9	24-May-00	76011575	12-Aug-03	2750767
Xterra Communications, Inc.	XTERA	United States of America	Class 9	29-Nov-99	75859955	25-Nov-03	2786774
Xterra Communications, Inc.	XTERA	Taiwan	Class 9	11-Jan-02	91001188	16-Dec-02	1026560

TO: ASSIGNMENT RECORDATION DEPT COMPANY: USPTO

Attorney Docket: 143629-3000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: NEPTUNE SUBSEA IP LIMITED

Reg. No.: 2786774

Registration Date: November 25, 2003

Mark: XTERA

Commissioner for Trademarks
P.O. Box 1451
Alexandria, Virginia 22313-1451

Dear Sir:

**REVOCATION OF POWER OF ATTORNEY,
NEW POWER OF ATTORNEY AND APPOINTMENT OF DOMESTIC
REPRESENTATIVE**

Applicant hereby revokes all previous powers of attorney and appoints Gardere Wynne Sewell LLP, 2021 McKinney Avenue, Suite 1600, Dallas, Texas 75201, and particularly, Michael W. Dubner, Jason R. Fulmer, Kenneth R. Glaser, Kyle W. Graves, Lisa R. Hemphill, Teresa Lechner-Fish, John J. "Jake" May, Terrell R. Miller, Chris P. Perque, Kay Lyn Schwartz, Andre M. Szuwalski, and Robert J. Ward members of the Bar of the State of Texas, all of such firm, its attorneys to prosecute this application for registration, to transact all business in the Patent and Trademark Office connected therewith, and to receive the certificate of registration. Gardere Wynne Sewell LLP is also designated as domestic representative upon whom notices or process in proceedings affecting this mark may be served. All correspondence connected with

TO: ASSIGNMENT RECORDATION DEPT COMPANY: USPTO

this application should be addressed to **KAY LYN SCHWARTZ, GARDERE WYNNE SEWELL LLP, IP SECTION**, 2021 McKinney Avenue, Suite 1600, Dallas, Texas 75201; and direct all telephone calls to **Kay Lyn Schwartz** at (214) 999-4702, e-mail address lp@gardere.com, fax number 214-999-3623. Please reference Attorney Docket No. 143629-3000.

Respectfully submitted,

Date: 25/4/17

NEPTUNE SUBSEA IP LIMITED


Print Name: James Mitchell
Title: Director

TO: ASSIGNMENT RECORDATION DEPT COMPANY: USPTO

Attorney Docket: 143629-3001

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: NEPTUNE SUBSEA IP LIMITED

Registration No.: 2750767

Registration Date: August 12, 2003



Mark:

Commissioner for Trademarks
P.O. Box 1451
Alexandria, Virginia 22313-1451

Dear Sir:

**REVOCATION OF POWER OF ATTORNEY,
NEW POWER OF ATTORNEY AND APPOINTMENT OF DOMESTIC
REPRESENTATIVE**

Applicant hereby revokes all previous powers of attorney and appoints Gardere Wynne Sewell LLP, 2021 McKinney Avenue, Suite 1600, Dallas, Texas 75201, and particularly, Michael W. Dubner, Jason R. Fulmer, Kenneth R. Glaser, Kyle W. Graves, Lisa R. Hemphill, Teresa Lechner-Fish, John J. "Jake" May, Terrell R. Miller, Chris P. Perque, Kay Lyn Schwartz, Andre M. Szuwalski, and Robert J. Ward members of the Bar of the State of Texas, all of such firm, its attorneys to prosecute this application for registration, to transact all business in the Patent and Trademark Office connected therewith, and to receive the certificate of registration. Gardere Wynne Sewell LLP is also designated as domestic representative upon whom notices or process in proceedings affecting this mark may be served. All correspondence connected with


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Date: 25/4/17

Respectfully submitted,

NEPTUNE SURSEA IP LIMITED


Print Name: James Mitchell
Title: Director

TO:ASSIGNMENT RECORDATION DEPT COMPANY:USPTO

GARDERE**Fax**

DATE: 4/25/2017 6:16:28 PM

TO:	COMPANY:	TELEPHONE:	FAX:
ASSIGNMENT RECORDATION DEPT	USPTO		15712730140

FROM: Lisa Alcalá (lalcala@gardere.com)**PHONE:** 214.999.4781**DIRECT FAX:** 214.999.3781**CLIENT/MATTER NUMBER:** 143629.3000 & 3001**TOTAL PAGES (including cover):** 14

If you have any problems with this transmission, please call 214.999.4781.

Is this for Service of Documents?**Please indicate local time deadline:****Confirmation Requested:****COMMENTS:**

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GARDERE WYNNE SEWELL LLP AUSTIN | DALLAS | DENVER | HOUSTON | MEXICO CITY | gardere.com
2021 McKinney Avenue, Suite 1600, Dallas, Texas 75201 t 214.999.3000 f 214.999.1667

RECORDED: 04/25/2017**TRADEMARK
REEL: 006041 FRAME: 0157**