

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AIR DEFENSE, LLC		10/28/2016	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	EXTREME NETWORKS, INC.		
Street Address:	145 RIO ROBLES		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95134		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4032543	AIRDEFENSE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Email:	IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 TOWN CENTER DRIVE, 20TH FLOOR		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	057891-3		
NAME OF SUBMITTER:	KRISTIN J AZCONA		
SIGNATURE:	/KJA/		
DATE SIGNED:	10/13/2017		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Assignment**”) is made and entered into as of October 28, 2016 (the “**Effective Date**”), by and between Symbol Technologies, LLC, a Delaware limited liability company, Symbol Technologies, SAS, a French limited liability company, Wireless Valley Communications, LLC, a Delaware limited liability company, and Air Defense, LLC, a Georgia limited liability company (each, an “**Assignor**” and collectively, the “**Assignors**”), and Extreme Networks, Inc., a Delaware corporation (“**Assignee**”). Each Assignor and Assignee are sometimes referred to herein individually as a “**Party**” and are collectively referred to herein as the “**Parties**.”

RECITALS

A. Assignors are the owners of the trademarks and trademark registrations and applications identified on Exhibit A (collectively, the “**Trademarks**”); and

B. Each Assignor is a wholly-owned direct or indirect subsidiary of Zebra Technologies Corporation, a Delaware corporation (“**Zebra**”), and Zebra and Assignee have entered into that certain Asset Purchase Agreement dated as of September 13, 2016, as amended, (the “**Purchase Agreement**”) pursuant to which Zebra has agreed to sell, transfer and assign to Assignee and Assignee has agreed to purchase and assume from Zebra certain specified assets, including the Trademarks.

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the promises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor and Assignee, intending to be legally bound, hereby agree as follows:

ASSIGNMENT

1. Definitions. Capitalized terms used but not defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.

2. Assignment. Each Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of such Assignor’s right, title and interest in, to and under, the Trademarks, together with that portion of such Assignor’s business connected with the use of and symbolized by the Trademarks, and all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to register, prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, and all claims, causes of action and rights to sue for past, present and future infringement or unconsented use of the Trademarks. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Each Assignor hereby authorizes the Commissioner of Patents and Trademarks in 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 of all of such Assignor's right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

3. Further Assurances. Each Assignor agrees to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation, and otherwise agrees to assist Assignee, its successors and assigns as reasonably requested by Assignee, at Assignee's own expense, to effect the terms of this Assignment.

4. Terms of the Purchase Agreement. Each Assignor and Assignee acknowledges and agrees that the representations, warranties and agreements contained in the Purchase Agreement, and any limitations thereto, shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

5. Successors and Assigns; No Third Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, except that neither this Assignment nor any of the rights, interests or obligations hereunder may be assigned or delegated by either Party without the prior written consent of the other Party (*provided*, that Assignee may assign, in its sole discretion, any or all of its rights, interests and obligations under this Assignment to one or more of its Affiliates; *provided however*, that no assignment shall relieve Assignee of any of its obligations hereunder). Nothing expressed or referred to in this Assignment will be construed to give any Person other than the Parties any legal or equitable right, remedy or claim under or with respect to this Assignment or any provision of this Assignment.

6. Governing Law. This Assignment, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to conflicts of laws or the choice of law principles of any jurisdiction.

7. Amendment and Waiver. Any provision of this Assignment may be amended or waived only in a writing signed by each Assignor and Assignee. No waiver of any provision hereunder or any breach or default thereof shall extend to or affect in any way any other provision or prior or subsequent breach or default.

8. Headings; No Strict Construction. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment. The language used in this Assignment will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Person.

9. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this

Assignment is held to be prohibited by or invalid under applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment, and the Parties will negotiate in good faith to amend or otherwise modify this Assignment to replace any prohibited or invalid provision with an effective and valid provision that gives effect as closely as possible to the intent of the Parties to the maximum extent permitted by applicable Law.

10. Entire Agreement. This Assignment, together with the Purchase Agreement, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede any prior understandings, agreements, warranties or representations by or between the Parties, written or oral, which may have related in any way to the subject matter hereof. The express terms in this Assignment and the Purchase Agreement control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof and thereof.


11. Counterparts. This Assignment may be executed in several counterparts (including by means of telecopied signature pages or electronic transmission in portable document format (pdf)), each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(Signature page follows)


IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNORS:


SYMBOL TECHNOLOGIES, LLC

By: 
Name: Michael Cho
Title: Senior Vice President of Corporate Development


SYMBOL TECHNOLOGIES, SAS

By: 
Name: Michael Cho
Title: Senior Vice President of Corporate Development

WIRELESS VALLEY COMMUNICATIONS, LLC

By: 
Name: Michael Cho
Title: Senior Vice President of Corporate Development

AIR DEFENSE, LLC

By: 
Name: Michael Cho
Title: Senior Vice President of Corporate Development

ASSIGNEE:

EXTREME NETWORKS, INC.

By: _____
Name: Katy Motiey
Title: Executive Vice President,
Chief Administrative Officer –
Human Resources, Legal and
Secretary

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the Effective Date.

ASSIGNORS:

SYMBOL TECHNOLOGIES, LLC

By: _____
Name:
Title:

SYMBOL TECHNOLOGIES, SAS

By: _____
Name:
Title:

WIRELESS VALLEY COMMUNICATIONS, LLC

By: _____
Name:
Title:

AIR DEFENSE, LLC

By: _____
Name:
Title:

ASSIGNEE:

EXTREME NETWORKS, INC.


By:  _____
Name: Katy Motiey
Title: Executive Vice President,
Chief Administrative Officer –
Human Resources, Legal and
Secretary

EXHIBIT A

Mark Name	Mark Type	Country	International Classes	Status	Application Number	Filed Date	Registration Number	Registration Date	Owner
SPECTRUM 24	Word - Block Letters	USA	9	Registered	74/610015	12/12/1994	2016279	11/12/1996	Symbol Technologies, LLC
SPECTRUM 24	Word - Block Letters	United Kingdom	9	Registered	2021800	5/3/1995	2021800	9/13/1996	Symbol Technologies, LLC
SPECTRUM 24	Word - Block Letters	Japan	9	Registered	H07-005673	1/24/1995	4084980	11/21/1997	Symbol Technologies, LLC
SPECTRUM 24	Word - Block Letters	France	9	Registered	95557021	2/7/1995	95557021	7/13/1995	Symbol Technologies, SAS
SPECTRUM 24 and Design	Word & Device	International	9	Registered	649074	12/27/1995	649074	12/27/1995	Symbol Technologies, SAS
SPECTRUM 24 and Design	Word & Device	Argentina	9	Registered	2758977	7/17/2007	2228536	4/25/2008	Symbol Technologies, LLC
SPECTRUM24	Word - Block Letters	Sweden	9	Registered	1995/01148	2/2/1995	311691	4/19/1996	Symbol Technologies, LLC
SPECTRUM24	Word - Block Letters	France	9	Registered	95581934	7/25/1995	95581934	1/5/1996	Symbol Technologies, SAS
WIRELESS NETWORKER	Word - Block Letters	USA	9	Registered	76/317439	9/18/2001	3261384	7/10/2007	Symbol Technologies, LLC
WIRELESS VALLEY	Word - Block Letters	Australia	9, 41	Registered	1008747	6/29/2004	1008747	6/29/2004	Wireless Valley Communications, LLC

Mark Name	Mark Type	Country	International Classes	Status	Application Number	Filed Date	Registration Number	Registration Date	Owner
WIRELESS VALLEY	Word - Block Letters	Japan	9, 41	Registered	2004-061117	7/1/2004	4900935	10/14/2005	Wireless Valley Communications, LLC
AIRDEFENSE	Word - Block Letters	USA	9	Registered	85081190	7/9/2010	4032543	9/27/2011	Air Defense, LLC

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