

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM452006

<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>
VERSO TECHNOLOGIES, INC.		07/17/2008	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comtech EF Data, Inc.		
<b>Street Address:</b>	2114, 7th Street West		
<b>City:</b>	Tempe		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85281		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2128248	NETPERFORMER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6123329081		
<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>Phone:</b>	612-336-5300		
<b>Email:</b>	kwebber@merchantgould.com		
<b>Correspondent Name:</b>	Brent E. Routman		
<b>Address Line 1:</b>	P.O. Box 2910		
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402-0910		
<b>NAME OF SUBMITTER:</b>	Brent E. Routman		
<b>SIGNATURE:</b>	/Brent E. Routman/		
<b>DATE SIGNED:</b>	11/22/2017		
<b>Total Attachments: 20</b>			
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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into as of this 17th day of July, 2008, by and between Comtech EF Data, Inc. a Delaware corporation ("Buyer"), on the one hand, and Verso Technologies, Inc. ("Verso"), a Minnesota corporation, and its wholly owned subsidiaries, Verso Backhaul Solutions, Inc. ("Backhaul") and Verso Technologies Canada, Inc. ("VTC") (collectively, "Seller"), on the other hand

### RECITALS

- A. Seller is a global provider of next generation network solutions offering a core-to-edge product portfolio for telecommunications service providers and enterprise organizations. Seller operates a Backhaul business (the "Business"), comprised of the AccessGate and NetPerformer product platforms, through which Seller offers end-to-end cellular network bandwidth optimization solutions that help network operators expand and migrate wireless services, improve reliability, and control operating costs.
- B. Seller wishes to sell to Buyer substantially all of the assets that it uses in connection with the Business at the price and on the other terms and conditions specified in detail below and Buyer wishes to so purchase and acquire such assets from Seller.
- C. Verso and Backhaul are Debtors and Debtors in Possession in Case Nos. 08-67659 through 08-67663, jointly administered under Case No. 08-67659 (the "Case") pending in the United States Bankruptcy Court for the Northern District of Georgia, Atlanta Division (the "Bankruptcy Court") filed on April 25, 2008 under Chapter 11 of Title 11, U.S.C., *et seq.*(the "Bankruptcy Code").
- D. On or about May 20, 2008, VTC initiated an insolvency proceeding in Canada by filing a Notice of Intention to Make a Proposal pursuant to Subsection 50.4(1) of the Bankruptcy and Insolvency Act (the "Canadian Proceeding").

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

1. Transfer of Assets

1.1 Purchase and Sale of Assets. On the Closing Date, as hereinafter defined, in consideration of the covenants, representations and obligations of Buyer hereunder, and subject to the conditions hereinafter set forth and Sections 363 and 365 of the Bankruptcy Code, Seller agrees to sell, assign, transfer, convey and deliver to Buyer, and Buyer agrees to purchase from Seller all of Seller's right, title and interest as of the Closing Date in and to the following assets, wherever located (collectively, the "Property");

1.1.1 Leases and Contracts.

1.1.2 Intentionally Deleted

1.1.3 Personal Property.

1.1.4 Intangible Property. All intangible personal property (including, but not limited to, permits, copyrights, trademarks and/or patents) owned or held by Seller and used exclusively in connection with the Business, but in all cases only to the extent of Seller's interest therein and only to the extent transferable, together with all books, records and like items pertaining exclusively to the Business (collectively, the "Intangible Property"), including, without limitation, the names "Access Gate and Net Performer" (the "Name") and the items identified on **Exhibit "C"** hereto. Seller shall have the right to use, without cost, the Name after the Closing Date until the conclusion of the Case for corporate governance purposes and for purposes of administering the Case. As used in this Agreement, Intangible Property shall in all events exclude: (i) any materials containing privileged communications or information about employees, disclosure of which would violate an employee's reasonable expectation of privacy and any other materials which are subject to attorney-client or any other privilege or requirement to maintain confidentiality (including any rights to assert privilege); and (ii) Seller's corporate books and records relating to its organization and existence.

1 1.5 Inventory.

1.1.6 Amendment of Exhibit "A-2".

1.2 Excluded Assets.

1.3 Instruments of Transfer.

2. Consideration.

2.1 Purchase Price.

2.1.2

2.1.3

2.2 Assumed Liabilities.

3. Closing Transactions.

3.1 Closing.

3.2 Closing Date.

3.3 Seller's Deliveries to Buyer at Closing.

3.3.1

3.3.2

3.4 Buyer's Deliveries to Seller at Closing.

3.4.1

3.4.2

3.4.3

3.4.4

3.4.5

3.5 Prorations.

3.6 Sales, Use and Other Taxes.

3.7 Possession.

4. Conditions Precedent to Closing.

4.1 Conditions to Seller's Obligations. S

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4.2 Conditions to Buyer's Obligations.

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4.2.8

4.3 Termination.

4.3.1

4.3.2

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4.4 Consequences of Termination

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4.4.3

4.4.4

5. Seller's Representations and Warranties.

5.1 Validity of Agreement.

5.2 Organization, Standing and Power.

5.3 No Conflicts or Violations.

5.4 Title to Property.

5.5 Litigation: Proceedings.

5.6 Authorization.

5.7 Compliance with the Law.

5.8 Environmental Matters.

5.9 Information.

6. Buyer's Representations and Warranties.

6.1 Validity of Agreement.

6.2 Organization, Standing and Power.

6.3 No Conflicts or Violations.

6.4 Financing.

6.5 Information.

7. "AS IS" Transaction.

8. Conduct and Transaction Prior to Closing.

8.1 Access to Records and Properties of Seller.

8.2 Operation of Seller's Business Pending Closing.

8.3 Bankruptcy Court Approvals.

8.3.1. Bankruptcy Court Approval of Sale Procedures.

8.3.2 Bankruptcy Court's Approval of Sale.

- 8.4 Further Actions.
  
  - 8.5 Due Diligence Re: Agile Business Software.
  - 8.6 Due Diligence Re: Source Code.
  - 8.7 New Agreements.
9. Post-Closing Covenants.
- 9.1 Post-Closing Maintenance of and Access to Information.



9.2 Employment Matters.

9.3 Agile Business Software.

10. Miscellaneous.

10.1 Attorneys' Fees.

10.2 Reasonable Access to Records and Certain Personnel.

10.3 Notices.

10.4 Entire Agreement.

10.5 Modification.

10.6 Closing Date.

10.7 Severability.

10.8 Captions.

10.9 Further Assurances.

10.10 Waiver.

10.11 Brokerage Obligations.

10.12 Payment of Fees and Expenses.

10.13 Survival.

10.14 Assignments.

10.15 Binding Effect.

10.16 Applicable Law.

10.17 Good Faith.

10.18 Construction.

10.19 Counterparts.

10.20 Time is of the Essence.

10.21 Tax Effect.


10.22 Employee Withholding.

10.23 Confidentiality Agreement.

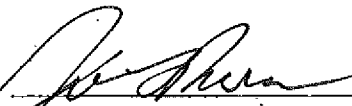
10.24 Bankruptcy Court Jurisdiction.

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.

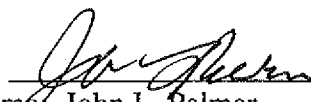
Buyer: COMTECH EF DATA, INC. a  
Delaware corporation

By:  7/17/08  
Name: HARRY DUMOUCHEL  
Its: C.F.O.

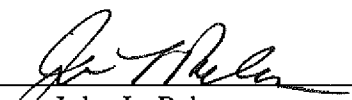
Seller:  
VERSO BACKHAUL SOLUTIONS, INC., a  
Georgia corporation

By:   
Name: John L. Palmer  
Its: Chief Administration Officer

VERSO TECHNOLOGIES, INC., a  
Minnesota corporation

By:   
Name: John L. Palmer  
Its: Chief Administration Officer

Seller:  
VERSO TECHNOLOGIES CANADA, INC., a  
Canadian corporation

By:   
Name: John L. Palmer  
Its: Chairman

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