

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457169

|   |  |                         |                                     |
|---|--|-------------------------|-------------------------------------|
| <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>                  |
| OpenDaylight Project, Inc.  |  | 12/31/2017              | Non-Profit Corporation:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                         |                                     |
| <b>Name:</b>  | The Linux Foundation                               |                         |                                     |
| <b>Street Address:</b>  | 1 Letterman Drive                                  |                         |                                     |
| <b>Internal Address:</b>  | Building D, Suite D4700                            |                         |                                     |
| <b>City:</b>  | San Francisco                                      |                         |                                     |
| <b>State/Country:</b>   | CALIFORNIA   |                         |                                     |
| <b>Postal Code:</b>   | 94129  |                         |                                     |
| <b>Entity Type:</b>   | Non-Profit Corporation: OREGON                     |                         |                                     |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                         |                                     |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>        |                                     |
| <b>Registration Number:</b>   | 5166629  | OPENDAYLIGHT            |                                     |
| <b>Registration Number:</b>   | 5166628  | OPENDAYLIGHT            |                                     |
| <b>Serial Number:</b>   | 87214283   | POWERED BY OPENDAYLIGHT |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                         |                                     |
| <b>Fax Number:</b>  | 6172484000   |                         |                                     |
| <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>   | 617-248-5000                                       |                         |                                     |
| <b>Email:</b>   | tmadmin@choate.com                                 |                         |                                     |
| <b>Correspondent Name:</b>  | Daniel L. Scales                                   |                         |                                     |
| <b>Address Line 1:</b>  | Two International Place                            |                         |                                     |
| <b>Address Line 2:</b>  | Choate, Hall & Stewart LLP                         |                         |                                     |
| <b>Address Line 4:</b>  | Boston, MASSACHUSETTS 02110                        |                         |                                     |
| <b>NAME OF SUBMITTER:</b>   | Daniel L. Scales                                   |                         |                                     |
| <b>SIGNATURE:</b>   | /daniel l. scales/                                 |                         |                                     |
| <b>DATE SIGNED:</b>   | 01/08/2018   |                         |                                     |
| <b>Total Attachments: 4</b>   |  |                         |                                     |
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**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Assignment"), effective December 31, 2017 is by and between OpenDaylight Project, Inc. (hereinafter "Assignor") and The Linux Foundation (hereinafter "Assignee").

WHEREAS, Assignor asserts ownership of the trademarks set forth in Schedule A attached hereto and incorporated herewith, and all other rights appurtenant, including, but not limited to, common law rights, title and interest, trade name rights and the right to recover for past infringement, in the United States of America and all other countries and jurisdictions of the world, in and to said trademarks and any applications and registrations thereof, including, but not limited to, any intent-to-use applications (hereinafter collectively referred to as the "Trademarks");

WHEREAS, Assignee desires to acquire all rights, title and interest in and to the Trademarks worldwide;

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee all rights, title and interest as Assignor may possess in and to the Trademarks worldwide, together with (i) the goodwill symbolized by said Trademarks, (ii) the business or portion of the business to which the Trademarks pertain, (iii) all registrations and applications (including intent-to-use applications) for the Trademarks, (iv) all income, royalties, damages and payments in respect of the Trademarks, and (v) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Trademarks (whether arising prior to or subsequent to the date of this Assignment).

Assignor shall assist Assignee as reasonably necessary to secure, perfect, maintain or evidence the rights hereby transferred. Assignor shall deliver to Assignee other information and written instruments as Assignee shall reasonably request to accomplish the transaction contemplated in this Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment under seal as of the day and year first above.

**OPENDAYLIGHT PROJECT, INC.**

By: *Chris M Wright*  
Name: Chris M Wright  
Title: Chairperson

**THE LINUX FOUNDATION**

By: *James Zemlin*  
Name: James Zemlin  
Title: Executive Director

SCHEDULE A

TRADEMARKS

| TrademarkName | App #               | Reg #     | CountryName                                     | FIIDate   | RegDate   | Class                                 |
|---------------|---------------------|-----------|---|-----------|-----------|---------------------------------------|
| OPENDAYLIGHT  | 3260317             | 2670894   | Argentina                                       | 28-Jun-13 | 14-Aug-14 | 09 Int.                               |
| OPENDAYLIGHT  | 3260319             | 2670895   | Argentina                                       | 28-Jun-13 | 14-Aug-14 | 42 Int.                               |
| OPENDAYLIGHT  | 1564921             | 1564921   | Australia                                       | 26-Jun-13 | 26-Jun-13 | 09 Int., 35 Int.,<br>42 Int.          |
| OPENDAYLIGHT  | 840588267           | 840588267 | Brazil  | 24-Jul-13 | 31-May-16 | 42 Int.                               |
| OPENDAYLIGHT  | 840588259           | 840588259 | Brazil  | 24-Jul-13 | 31-May-16 | 09 Int.                               |
| OPENDAYLIGHT  | 1,632,790           |           | Canada  | 26-Jun-13 |           | CA Wares, CA<br>Services              |
| OPENDAYLIGHT  | 1064481             | 1167448   | Chile   | 27-Jun-13 | 28-May-15 | 42 Int.                               |
| OPENDAYLIGHT  | 1064482             | 1120213   | Chile   | 27-Jun-13 | 19-Aug-14 | 09 Int.                               |
| OPENDAYLIGHT  | 13136582            | 13136582  | China (People's<br>Republic)                    | 26-Aug-13 | 7-Jan-15  | 09 Int.                               |
| OPENDAYLIGHT  |                     |           | China (People's<br>Republic)                    | 30-Dec-17 |           | 35 Int.                               |
| OPENDAYLIGHT  | 13136583            | 13136583  | China (People's<br>Republic)                    | 26-Aug-13 | 14-Jan-15 | 42 Int.                               |
| OPENDAYLIGHT  | 13 163230           | 487921    | Colombia  | 10-Jul-13 | 27-Feb-14 | 09 Int., 42 Int.                      |
| OPENDAYLIGHT  | 11949658            | 11949658  | European Union<br>(Community)                   | 2-Jul-13  | 28-Nov-13 | 09 Int., 35 Int.,<br>38 Int., 42 Int. |
| OPENDAYLIGHT  | 302653515           | 302653515 | Hong Kong                                       | 27-Jun-13 | 27-Jun-13 | 09 Int., 35 Int.,<br>42 Int.          |
| OPENDAYLIGHT  | 2577421             |           | India   | 7-Aug-13  |           | 42 Int.                               |
| OPENDAYLIGHT  | 2577420             |           | India   | 7-Aug-13  |           | 09 Int.                               |
| OPENDAYLIGHT  | D00-2013-<br>037289 |           | Indonesia                                       | 31-Jul-13 |           | 09 Int.                               |
| OPENDAYLIGHT  | J00-2013-<br>037293 |           | Indonesia                                       | 31-Jul-13 |           | 42 Int.                               |
| OPENDAYLIGHT  | 1187865             | 1187865   | Int'l Registration<br>- Madrid<br>Protocol Only | 25-Jun-13 | 2-Jan-14  | 35 Int., 41 Int.,<br>42 Int.          |
| OPENDAYLIGHT  | 1168373             | 1168373   | Int'l Registration<br>- Madrid<br>Protocol Only | 25-Jun-13 | 25-Jun-13 | 09 Int.                               |
| OPENDAYLIGHT  | 257764              | 257764    | Israel  | 17-Jul-13 | 17-Jul-13 | 09 Int., 42 Int.                      |
| OPENDAYLIGHT  | 2013-49281          | 5876392   | Japan   | 26-Jun-13 | 26-Aug-16 | 09 Int., 42 Int.                      |
| OPENDAYLIGHT  | 45-2013-4381        | 45-52703  | Korea,<br>Republic of                           | 7-Aug-13  | 15-Dec-14 | 09 Int., 35 Int.,<br>42 Int.          |
| OPENDAYLIGHT  | 1390475             | 1414048   | Mexico  | 8-Jul-13  | 27-Nov-13 | 42 Int.                               |
| OPENDAYLIGHT  | 1390476             | 1402975   | Mexico  | 8-Jul-13  | 9-Oct-13  | 09 Int.                               |
| OPENDAYLIGHT  | 979790              | 979790    | New Zealand                                     | 26-Jun-13 | 29-Oct-14 | 09 Int., 35 Int.,<br>42 Int.          |
| OPENDAYLIGHT  | 201307820           | 272620    | Norway  | 26-Jun-13 | 10-Oct-13 | 09 Int., 42 Int.                      |

|  |              |            |                               |           |           |                              |
|--|--------------|------------|-------------------------------|-----------|-----------|------------------------------|
| OPENDAYLIGHT                                 | 538643       | 207549     | Peru                          | 2-Jul-13  | 3-Feb-14  | 09 Int.                      |
| OPENDAYLIGHT                                 | 538644       | 80867      | Peru                          | 2-Jul-13  | 19-Mar-14 | 42 Int.                      |
| OPENDAYLIGHT                                 | 1187865      | 1187865    | Russian Federation            | 25-Jun-13 | 2-Jan-14  | 35 Int., 41 Int.,<br>42 Int. |
| OPENDAYLIGHT                                 | 1168373      | 1168373    | Russian Federation            | 25-Jun-13 | 25-Jun-13 | 09 Int.                      |
| OPENDAYLIGHT                                 | 200706       | 143413130  | Saudi Arabia                  | 27-Aug-13 | 2-Jul-14  | 09 Int.                      |
| OPENDAYLIGHT                                 | 200707       | 143413131  | Saudi Arabia                  | 27-Aug-13 | 5-Jun-14  | 42 Int.                      |
| OPENDAYLIGHT                                 | T1402649D    | T1402649D  | Singapore                     | 24-Feb-14 | 24-Feb-14 | 35 Int.                      |
| OPENDAYLIGHT                                 | T1310479C    | T1310479C  | Singapore                     | 1-Jul-13  | 1-Jul-13  | 09 Int., 42 Int.             |
| OPENDAYLIGHT                                 | 2013/17382   | 2013/17382 | South Africa                  | 1-Jul-13  | 23-Jun-16 | 42 Int.                      |
| OPENDAYLIGHT                                 | 2013/17381   | 2013/17381 | South Africa                  | 1-Jul-13  | 23-Jun-16 | 09 Int.                      |
| OPENDAYLIGHT                                 | 1187865      | 1187865    | Switzerland                   | 25-Jun-13 | 2-Jan-14  | 35 Int., 41 Int.,<br>42 Int. |
| OPENDAYLIGHT                                 | 1168373      | 1168373    | Switzerland                   | 25-Jun-13 | 25-Jun-13 | 09 Int.                      |
| OPENDAYLIGHT                                 | 102042755    | 1703779    | Taiwan                        | 5-Aug-13  | 16-Apr-15 | 09 Int., 42 Int.             |
| OPENDAYLIGHT                                 | m 2013 11788 | 199418     | Ukraine                       | 5-Jul-13  | 25-May-15 | 09 Int., 35 Int.,<br>42 Int. |
| OPENDAYLIGHT                                 | 194200       |            | United Arab Emirates          | 30-Jun-13 |           | 42 Int.                      |
| OPENDAYLIGHT                                 | 194199       |            | United Arab Emirates          | 30-Jun-13 |           | 09 Int.                      |
| OPENDAYLIGHT                                 | 85/862,032   | 5,166,629  | United States of America      | 27-Feb-13 | 21-Mar-17 | 09 Int.                      |
| OPENDAYLIGHT                                 | 85/862,026   | 5,166,628  | United States of America      | 27-Feb-13 | 21-Mar-17 | 35 Int., 38 Int.,<br>42 Int. |
| POWERED BY<br>OPEN<br>DAYLIGHT and<br>Design | 16059974     | 16059974   | European Union<br>(Community) | 18-Nov-16 | 24-May-17 | 09 Int., 42 Int.             |
| POWERED BY<br>OPENDAYLIGHT<br>and Design     | 1,808,665    |            | Canada                        | 9-Nov-16  |           | 09 Int., 42 Int.             |
| POWERED BY<br>OPENDAYLIGHT<br>and Design     | 22458927     |            | China<br>(People's Republic)  | 30-Dec-16 |           | 09 Int.                      |
| POWERED BY<br>OPENDAYLIGHT<br>and Design     | 22458929     |            | China<br>(People's Republic)  | 30-Dec-16 |           | 42 Int.                      |
| POWERED BY<br>OPENDAYLIGHT<br>and Design     | 2016-125062  |            | Japan                         | 9-Nov-16  |           | 09 Int., 42 Int.             |

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OPENDAYLIGHT 87/214,283  
and Design

United States  
of America 25-Oct-16

09 Int., 42 Int.