

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457170

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Open Platform for NFV Project, Inc.		12/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Linux Foundation		
Street Address:	1 Letterman Drive		
Internal Address:	Building D, Suite D4700		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94129		
Entity Type:	Non-Profit Corporation: OREGON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5218937	OPNFV	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	617-248-5000		
Email:	tadmin@choate.com		
Correspondent Name:	Daniel L. Scales		
Address Line 1:	Two International Place		
Address Line 2:	Choate, Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Daniel L. Scales		
SIGNATURE:	/daniel l. scales/		
DATE SIGNED:	01/08/2018		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment"), effective December 31, 2017 is by and between Open Platform for NFV 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.

OPEN PLATFORM FOR NFV PROJECT, INC.

By: 
Name: Prodig Sen
Title: Chairperson

THE LINUX FOUNDATION

By: 
Name: James Zemlin
Title: Executive Director

SCHEDULE A
TRADEMARKS

Trademark	App #	Reg #	Country	FileDate	RegDate	Class
OPNEV and Design	1,715,402		Canada	23-Feb-2015		CA Wares, CA Services
OPNEV and Design	16945467	16945467	China (People's Republic)	14-May-2015	14-Feb-2017	42 Int.
OPNEV and Design	16945465	16945465	China (People's Republic)	14-May-2015	14-Feb-2017	09 Int.
OPNEV and Design	16945466	16945466	China (People's Republic)	14-May-2015	14-Feb-2017	35 Int.
OPNEV and Design	013772157	013772157	European Union (Community)	25-Feb-2015	18-Sep-2015	09 Int., 35 Int., 42 Int.
OPNEV and Design	2015-16506	5873165	Japan	24-Feb-2015	12-Aug-2016	09 Int., 35 Int., 41 Int., 42 Int.
OPNEV and Design	45-2015-7544	45-65769	Korea, Republic of	17-Aug-2015	14-Jun-2016	09 Int., 35 Int., 42 Int.
OPNEV and Design	86/537,408	5,218,937	United States of America	17-Feb-2015	06-Jun-2017	09 Int., 35 Int., 42 Int.