

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Transform-X, Inc.		10/04/2017	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	Dragonwave-X Canada, Inc.		
Street Address:	600-411 Legget Drive		
City:	Kanata, ON		
State/Country:	CANADA		
Postal Code:	K2K 3C9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3606664	HORIZON	
Registration Number:	3503574	DRAGONWAVE	
Registration Number:	4491581	AVENUE	
CORRESPONDENCE DATA			
Fax Number:	4156597357		
<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:	(415) 836-2557		
Email:	tmdocket@dlapiper.com		
Correspondent Name:	Heather Dunn		
Address Line 1:	555 Mission St, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105		
NAME OF SUBMITTER:	Heather Dunn		
SIGNATURE:	/Heather Dunn/		
DATE SIGNED:	09/24/2018		
Total Attachments: 9			
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CONFIRMATORY ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

WHEREAS, pursuant to a court order dated July 31, 2017, KSV KOFMAN INC. is the court-appointed receiver and receiver and manager of the assets, properties and undertakings of DRAGONWAVE INC. (the "Assignor"), including all the right, title, and interest of the Assignor in all Intellectual Property (as defined in Section 2.1(f) of the Asset Purchase Agreement (as defined below)), which also includes, without limitation, the trademarks, patents and Internet domain names listed in Schedule A (collectively, the "Intellectual Property Assets");

AND WHEREAS the Assignor has entered into an asset purchase agreement dated September 28, 2017 (the "Asset Purchase Agreement") with Transform-X, Inc.;

AND WHEREAS the Asset Purchase Agreement has been assigned by Transform-X, Inc. to DRAGONWAVE-X CANADA, INC. (the "Assignee") pursuant to an assignment agreement dated October 4, 2017;

AND WHEREAS the Assignee is desirous of confirming that it has acquired, from the Assignor pursuant to the Asset Purchase Agreement and subject to the terms and conditions contained in the Asset Purchase Agreement, including without limitation Article 11 AS IS WHERE IS, all of the Assignor's right, title, and interest in and to the Intellectual Property Assets, together with the goodwill of the business in connection with which the Intellectual Property Assets are used;

NOW THEREFORE, in consideration of the covenants and agreements contained in the Asset Purchase Agreement and herein and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the Assignor confirms, without any representation, warranty, or condition other than as set out therein, that it has assigned, transferred and conveyed, effective as of October 24, 2017, all of the Assignor's right, title, and interest in and to the Intellectual Property Assets, the same to be held and enjoyed as fully and exclusively as the same would have been held and enjoyed by the Assignor had this assignment, transfer and conveyance not been made.

In accordance with section 12.7 of the Asset Purchase Agreement, the Assignor hereby undertakes at any time upon reasonable request to execute such documents and take such further actions as may be necessary to evidence the assignment of all of the Assignor's right, title and interest in and to the Intellectual Property Assets to the Assignee, and to enable the Assignee to obtain and maintain the applications and registrations for the Intellectual Property Assets.

The Assignor does hereby authorize any official whose duty it is to grant registrations of the Intellectual Property Assets, to issue registrations for any pending or yet to be filed applications for said Intellectual Property Assets to the Assignee, and to the Assignee's successors, assigns, nominees or other legal representatives.

The Assignor, on behalf of itself and its successors, assigns, nominees or other legal representatives, does hereby authorize the Assignee, its successors, assigns, nominees or other legal representatives, including its Patent Agents and/or Trademark Agents, to amend the present assignment document to insert or correct the filing date, serial number, registration number or other identifying information as may be needed to record same.

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In accordance with section 12.7 of the Asset Purchase Agreement, the Assignor hereby undertakes to cooperate with and take or cause to be taken all necessary steps as required by the registrars of the Internet domain names listed in Schedule A, any Internet registration authorities, and Assignee to cause and effect a transfer the Internet domain names and record the Assignee as the registrant and owner thereof.

This Assignment may be executed in as many counterparts as may be necessary, each of which so executed shall be deemed to be an original and each signed copy sent by facsimile or other means of electronic transmission producing a printed copy shall be deemed to be an original, and such counterparts together shall constitute one and the same document and notwithstanding the date of execution shall be deemed to be effective as of the date set forth above.

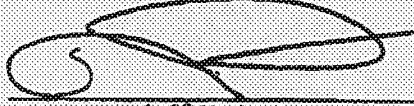
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EXECUTED as of this 24 day of October, 2017.

DRAGONWAVE INC. by
KSV KOFMAN INC. solely in its capacity
as court-appointed receiver and receiver and
manager of the assets, properties and
undertakings of DragonWave Inc.

Signature: 

Name:

DAVID SIERADECKI

Title:

MANAGING DIRECTOR

DRAGONWAVE-X CANADA, INC.

Signature: _____

Name:

Title:


[Signature Page re Confirmatory Assignment of Intellectual Property Assets]

EXECUTED as of this 24 day of October, 2017.

DRAGONWAVE INC. by
KSV KOFMAN INC. solely in its capacity
as court-appointed receiver and receiver and
manager of the assets, properties and
undertakings of DragonWave Inc.

Signature: _____
Name:
Title:

DRAGONWAVE-X CANADA, INC.

Signature:  _____
Name: DANIEL HODGES
Title: Chairman

{Signature Page re Confirmatory Assignment of Intellectual Property Assets}

U.S. TRADEMARK APPLICATIONS

Applc. No.	Trademark	Filing Date	Owner
1. 85199691	DRAGONWAVE FUSION	December 16, 2010 (abandoned Jan. 21, 2013)	DragonWave Inc.

U.S. REGISTERED TRADEMARKS

Reg. No.	Trademark	Reg. Date	Owner
1. 4491581	AVENUE	March 4, 2014	DragonWave Inc.
2. 3606664	HORIZON	April 14, 2009	DragonWave Inc.
3. 3789058	AIRPAIR	May 18, 2010 (Cancelled Dec 23, 2016 – failed to file acceptable declaration)	DragonWave Inc.
4. 3503574	DRAGONWAVE	September 23, 2008	DragonWave Inc.
5. 76170413	AXERRA	May 7, 2002	DragonWave Inc.
6. 78444507	THE PSEUDO-WIRE COMPANY	February 28, 2006	DragonWave Inc.

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ASSIGNMENT AGREEMENT

This Assignment Agreement (the "Agreement") is made as of October 4, 2017 between Transform-X, Inc. ("Assignor") and DragonWave-X Canada, Inc. ("Assignee").

WHEREAS Assignor entered into an Asset Purchase Agreement dated September 29, 2017 (the "Asset Purchase Agreement") between Assignor and KSV Kofman Inc. in its capacity as court-appointed receiver and receiver and manager of the assets, properties and undertakings of DragonWave Inc. ("Seller") pursuant to which Seller has agreed to sell to Assignor the Purchased Assets;

AND WHEREAS pursuant to Section 12.3 of the Asset Purchase Agreement Assignor is entitled to assign its rights under the Asset Purchase Agreement to any Affiliate of the Assignor without the prior written consent of Seller upon written notice to Seller, in which event the assignee will become the Purchaser under the Asset Purchase Agreement and the assignor will be released from its obligations under the Asset Purchase Agreement except the obligation to pay the Purchase Price;

AND WHEREAS Assignee is a wholly-owned subsidiary of Assignor;

AND WHEREAS Assignor wishes to assign its interests in the Asset Purchase Agreement to Assignee and provide notice to Seller that it wishes to designate Assignee as Purchaser under the Asset Purchase Agreement;

FOR VALUE RECEIVED, Assignor and Assignee agree as follows:


1. Unless otherwise defined herein or the context otherwise requires, capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Asset Purchase Agreement.
2. Assignor hereby assigns, transfers and sets over to Assignee all of Assignor's right, title and interest as Purchaser in and to the Asset Purchase Agreement.
3. Assignee hereby accepts assignment and agrees to be bound by the terms of the Asset Purchase Agreement, and hereby assumes and undertakes to fully perform and discharge all obligations of the Purchaser thereunder.
4. Assignor hereby provides notice to Seller that the Asset Purchase Agreement is assigned by Assignor to Assignee.
5. Assignor and Assignee will from time to time execute and deliver all such further documents and instruments and do all acts and things as any of the other parties may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.
6. This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and each of the parties irrevocably attorns to the nonexclusive jurisdiction of the courts of the Province of Ontario.

8. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.
9. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

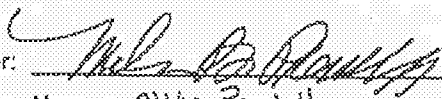
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IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

TRANSFORM-X, INC.

Per: 
Name: DANIEL L. HODGES
Title: CEO

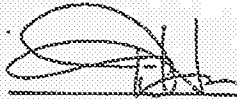
DRAGONWAVE-X CANADA, INC.

Per: 
Name: Mike Powell
Title: Interim COO

NOTICE AND ACKNOWLEDGMENT

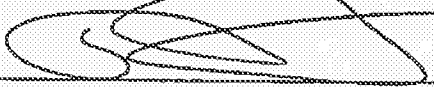
Transform-X, Inc. ("Assignor") hereby provides written notice to KSV Kofman Inc. in its capacity as receiver and receiver manager of the assets, properties and undertakings of DragonWave Inc. ("Seller") of the assignment of the Asset Purchase Agreement by Assignor to DragonWave-X Canada, Inc. ("Assignee"), a wholly-owned subsidiary of Assignor, pursuant to Section 12.3 of the Asset Purchase Agreement.

TRANSFORM-X, INC.

Per: 
Name: DANIEL L. HODGES
Title: CEO

AS ACKNOWLEDGED BY SELLER:

KSV Kofman Inc. in its capacity as receiver and receiver manager of the assets, properties and undertakings of DragonWave Inc. ("Seller")

Per: 
Name: DAWID SIERADZKI
Title: MANAGING DIRECTOR

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