

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NETSCOUT, INC.		09/14/2018	Corporation: DELAWARE
AIRMAGNET, INC.		09/14/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	LINKRUNNER, LLC		
Street Address:	2075-A RESEARCH PARKWAY		
City:	COLORADO SPRINGS		
State/Country:	COLORADO		
Postal Code:	80920		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	2748459	AIRMAGNET	
Registration Number:	2748521	AIRMAGNET	
Registration Number:	2757320	AIRWISE	
Registration Number:	1908247	LANMETER	
Registration Number:	2354650	NETALLY	
Registration Number:	5356486	LINKSPRINTER	
Registration Number:	5356487	LINKRUNNER	
CORRESPONDENCE DATA			
Fax Number:			
<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:	laura.o'brien@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Ave.		
Address Line 2:	11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	162725.00001		
NAME OF SUBMITTER:	Laura O'Brien		

OP \$190.00 2748459

SIGNATURE:	/Laura O'Brien/
DATE SIGNED:	07/25/2019
Total Attachments: 11 source=[162725.00001] Hunt - IP Assignment Agreement (Executed)#page1.tif source=[162725.00001] Hunt - IP Assignment Agreement (Executed)#page2.tif source=[162725.00001] Hunt - IP Assignment Agreement (Executed)#page3.tif source=[162725.00001] Hunt - IP Assignment Agreement (Executed)#page4.tif source=[162725.00001] Hunt - IP Assignment Agreement (Executed)#page5.tif source=[162725.00001] Hunt - IP Assignment Agreement (Executed)#page6.tif source=[162725.00001] Hunt - IP Assignment Agreement (Executed)#page7.tif source=[162725.00001] Hunt - IP Assignment Agreement (Executed)#page8.tif source=[162725.00001] Hunt - IP Assignment Agreement (Executed)#page9.tif source=[162725.00001] Hunt - IP Assignment Agreement (Executed)#page10.tif source=[162725.00001] Hunt - IP Assignment Agreement (Executed)#page11.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “Assignment”) is dated as of September 14, 2018 by and among NetScout, Inc., a Delaware corporation (“Parent”), AirMagnet, Inc., a California corporation (“Seller”), and LinkRunner, LLC, a Delaware limited liability company (the “Assignee”). Seller and Parent are each referred to herein as an “Assignor” and together as the “Assignors”. All capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignee and Assignors are parties to that certain Asset Purchase Agreement, dated as of September 8, 2018 (the “Purchase Agreement”); and

WHEREAS, pursuant to the Purchase Agreement, the Assignors agreed to, among other things, sell, transfer, convey, assign, grant and deliver to the Assignee, free and clear of all Encumbrances, other than Permitted Encumbrances, all of the Assignors’ right, title and interest in, to and under all Intellectual Property Assets, including the Intellectual Property specified on Schedule A (collectively, the “Assigned IP”), with it being understood that the Assigned IP shall not include any Excluded Assets under the Purchase Agreement.

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

1. Definitions. All capitalized terms used herein but not defined shall have the respective meanings ascribed to them in the Purchase Agreement.

2. Assignment. The Assignors hereby sell, transfer, convey, assign, grant and deliver to the Assignee, and the Assignee hereby acquires and accepts from the Assignors, all of the Assignors’ right, title and interest in, to and under the Assigned IP, including, without limitation, all goodwill associated therewith, all rights to make applications for registration or protection of the Assigned IP anywhere in the world, to claim and receive the benefit of any applicable rights of priority in connection with such applications, to prosecute such applications to issue, and to have any and all registrations issued in the name of the Assignee, and all rights of action and remedies for past, present and future infringement of any of the Assigned IP, in each case, free and clear of all Encumbrances, other than Permitted Encumbrances, the same to be held and fully enjoyed by the Assignee, its successors, assigns and other legal representatives.

3. Recordation. Assignors hereby authorize and request that the Commissioner of Patents and Trademarks of the United States of America and any other applicable governmental authority, issue or transfer the Patents and Trademarks (as applicable) specified on Schedule A to Assignee, as assignee of the Assignors’ right, title and interest therein or otherwise as Assignee may direct. Assignee shall have the right to record this Assignment or confirmatory documents prepared for recordation in a specific jurisdiction with all applicable government authorities so as to perfect its ownership of the Assigned IP.

4. Domain Names. Upon the written request of Assignee, Assignor shall take all commercially reasonable steps as may be necessary or reasonably requested by Assignee to effect the assignment and transfer of the Domain Names included in the Assigned IP in

accordance with the domain name transfer procedures of the applicable domain name registrar and registry, including executing any requested domain name registrar transfer agreements or documents, assignments, and other papers which Assignee may deem necessary or desirable, arranging for each Domain Name to be “unlocked” in preparation for transfer to Assignee, and providing Assignee with the EPP domain authorization codes and any other authorization codes that Assignee may need to initiate the transfer of each Domain Name to Assignee.

5. Further Assurances. Each Assignor shall (execute and deliver any and all instruments and documents and take such further actions, in each case, that have no material cost to such Assignor, as may be necessary or reasonably requested by the Assignee to document and effectuate the aforesaid assignment and transfer of the Assigned IP to Assignee.

6. Interpretation. Section 10.03 (Interpretation) of the Purchase Agreement is hereby incorporated by reference and shall apply mutatis mutandis to this Assignment.

7. Successors and Assigns. This Assignment and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon the Assignors and Assignee and their respective successors and permitted assigns.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

9. Waiver. The failure of a party to require performance by another party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

10. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.


11. Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

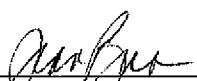
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered as of the date first written above.

ASSIGNORS:

NETSCOUT SYSTEMS, INC.

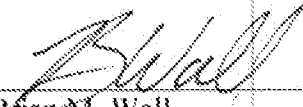
By: 
Name: Jean Buc
Title: Chief Financial Officer

AIRMAGNET, INC.

By: 
Name: Jean Buc
Title: Chief Financial Officer

ASSIGNEE:

LINKRUNNER, LLC

By: 
Name: Brian M. Wall
Title: President

[Signature Page to IP Assignment Agreement]

Schedule A

Patents

Jurisdiction	Status	Title	Application No.	Filing Date	Patent No.	Grant Date
US	ISSUED	PORTABLE NETWORK TESTER - LinkSprinter Case	29/451,805	9-Apr-13	D714171	30-Sep-14
US	ISSUED	SYSTEMS AND METHODS FOR NETWORK TESTING	13/791,082	8-Mar-13	9473381	18-Oct-16
EP	ISSUED	SYSTEMS AND METHODS FOR LOW COST AND LOW POWER NETWORK	14174102.5	26-Jun-14	2822223	5-Oct-16
DE	ISSUED	SYSTEMS AND METHODS FOR LOW COST AND LOW POWER NETWORK TROUBLESHOOTING	14174102.5	26-Jun-14	2822223	5-Oct-16
GB	ISSUED	SYSTEMS AND METHODS FOR LOW COST AND LOW POWER NETWORK TROUBLESHOOTING	14174102.5	26-Jun-14	2822223	5-Oct-16
GB	ISSUED	VOICE MEASUREMENT FOR VOICE OVER IP IN A WIRELESS LOCAL AREA NETWORK	7776539.4	30-Apr-07	2022211	29-Jun-16
EP	ISSUED	VOICE MEASUREMENT FOR VOICE OVER IP IN A WIRELESS LOCAL AREA NETWORK	7776539.4	30-Apr-07	2022211	29-Jun-16
DE	ISSUED	VOICE MEASUREMENT FOR VOICE OVER IP IN A WIRELESS LOCAL AREA NETWORK	7776539.4	30-Apr-07	2022211	29-Jun-16
US	ISSUED	VOICE MEASUREMENT FOR VOICE	11/796,335	26-Apr-07	7616586	10-Nov-09

[Schedule A to Intellectual Property Assignment]

Jurisdiction	Status	Title	Application No.	Filing Date	Patent No.	Grant Date
		OVER IP IN A WIRELESS LOCAL AREA NETWORK				
US	ISSUED	METHODS TO DETECT WIRELESS STATIONS IN A WIRELESS LOCAL AREA NETWORK	12/552,230	1-Sep-09	8149729	3-Apr-12
US	ISSUED	SYSTEM AND METHOD FOR MEASURING AND DISPLAYING PRESENCE OF WIRELESS LOCAL AREA NETWORK DEVICES	12/850,523	4-Aug-10	8625441	7-Jan-14
US	ISSUED	ANTENNA	29/345,989	23-Oct-09	D637185	3-May-11
EM	ISSUED	ANTENNA	1699372.0	23-Apr-10	1699372-0001	23-Apr-10
US	ISSUED	ANTENNA	29/359,074	5-Apr-10	D645030	13-Sep-11
EP	ISSUED	METHOD OF DETERMINING IMMEDIATE TOPOLOGY OF A NETWORK CONNECTION	12/173934.6	27-Jun-12	2541839	12-Oct-06
DE	ISSUED	METHOD OF DETERMINING IMMEDIATE TOPOLOGY OF A NETWORK CONNECTION	12/173934.6	27-Jun-12	2541839	12-Oct-06
GB	ISSUED	METHOD OF DETERMINING IMMEDIATE TOPOLOGY OF A NETWORK CONNECTION	12/173934.6	27-Jun-12	2541839	12-Oct-06
US	ISSUED	METHOD OF DETERMINING IMMEDIATE TOPOLOGY OF A NETWORK CONNECTION	13/171,168	28-Jun-11	8873433	28-Oct-14
US	ISSUED	MULTIPLE PING MANAGEMENT	09/970,495	3-Oct-01	8473601	25-Jun-13
US	ISSUED	LOCATION BASED CARRIER AND TECHNOLOGY SPECIFIC SPECTRUM ANALYSIS	13/886,838	3-May-13	9210604	8-Dec-15
US	ISSUED	DETERMINING NETWORK LATENCY WITH LIMITED	13/945,084	18-Jul-13	9276831	1-Mar-16

[Schedule A to Intellectual Property Assignment]

Jurisdiction	Status	Title	Application No.	Filing Date	Patent No.	Grant Date
		COMPUTING RESOURCES				
US	ISSUED	TIME-DOMAIN REFLECTOMETER FOR TESTING TERMINATED NETWORK CABLE	10/202,368	23-Jul-02	6856138	15-Feb-05
CN	ISSUED	NETWORK INSTRUMENT	201030109164.0	12-Feb-10	201030109164	30-Mar-11
DE	ISSUED	NETWORK INSTRUMENT	10/0788	15-Feb-10	20100788	25-Jun-10
FR	ISSUED	NETWORK INSTRUMENT	10/0788	15-Feb-10	20100788	25-Jun-10
GB	ISSUED	NETWORK INSTRUMENT	4014589	16-Feb-10	4014589	16-Feb-10
US	ISSUED	NETWORK INSTRUMENT	29/342,172	19-Aug-09	D637507	10-May-11
US	ISSUED	UNIVERSAL SERAIL BUS MASS STORAGE DEVICE ASYNCHRONOUS FILE AND FILE SYSTEM UPDATE WHILE CONNECTED TO A PC OR OTHER DEVICE	12/053,499	21-Mar-08	7895372	22-Feb-11
US	ISSUED	METHOD OF CONFIGURING A VALID IP ADDRESS AND DETECTING DUPLICATE IP ADDRESSES IN A LOCAL AREA NETWORK	08/709,346	6-Sep-96	5724510	3-Mar-98
US	ISSUED	METHOD FOR DETECTING PROXY ARP REPLIES FROM DEVICES IN A LOCAL AREA NETWORK	08/756,994	27-Nov-96	5708654	13-Jan-98
US	ISSUED	TOUCHSCREEN SYSTEM FOR A TEST INSTRUMENT	08/758,036	27-Nov-96	6064372	16-May-00

Jurisdiction	Status	Title	Application No.	Filing Date	Patent No.	Grant Date
US	ISSUED	CIRCUIT FOR DETERMINING LOCAL AREA NETWORK SPEED	08/800,352	14-Feb-97	5946301	31-Aug-99
US	ISSUED	METHOD FOR DETERMINING NETWORK HEALTH AS A FUNCTION OF COMBINED PERCENT UTILIZATION AND PERCENT COLLISIONS	08/823,574	25-Mar-97	5919248	6-Jul-99
US	ISSUED	METHOD OF IDENTIFYING DEVICE TYPES ON A LOCAL NETWORK USING PASSIVE MONITORING	08/785,314	17-Jan-97	5917808	29-Jun-99
US	ISSUED	METHOD OF TESTING A SWITCHED LOCAL AREA NETWORK	08/871,304	9-Jun-97	5982753	9-Nov-99
US	ISSUED	TEST INSTRUMENT FOR TESTING ASYMMETRIC DIGITAL SUBSCRIBER LINES	08/922,415	3-Sep-97	6002671	14-Dec-99
US	ISSUED	APPARATUS AND METHOD FOR TROUBLESHOOTING DESKTOP CONNECTIVITY PROBLEMS	09/360,190	23-Jul-99	6629269	30-Sep-03
US	ISSUED	NETWORK TEST INSTRUMENT	29/164,245	19-Jul-02	D474413	13-May-03
US	ISSUED	NETWORK TEST INSTRUMENT	29/247,842	15-Jul-06	D552496	9-Oct-07
US	ISSUED	NETWORK TESTER INSTRUMENT	29/277,829	9-Mar-07	D569749	27-May-08
US	ISSUED	HOLSTER FOR NETWORK TEST INSTRUMENT	29/247,843	15-Jul-06	D549452	28-Aug-07
CN	PENDING	SYSTEMS AND METHODS FOR LOW COST AND LOW POWER NETWORK TROUBLESHOOTING	201410302634.2	30-Jun-14		
US	PENDING	NETWORK TEST INSTRUMENT	13/874,104	30-Apr-13		
US	PENDING	FLOOR ALIGNMENT IN MULTI-	13/874,998	1-May-13		

[Schedule A to Intellectual Property Assignment]


Jurisdiction	Status	Title	Application No.	Filing Date	Patent No.	Grant Date
CN	PENDING	FLOOR BUILDING METHOD OF DETERMINING IMMEDIATE TOPOLOGY OF A NETWORK CONNECTION	201210286923.9	28-Jun-12		
EP	PENDING	FLOOR ALIGNMENT IN MULTI-FLOOR BUILDING	14166798.0	1-May-14		
CN	PENDING	DETERMINING NETWORK LATENCY WITH LIMITED COMPUTING RESOURCES	201410343039.3	18-Jul-14		
US	PENDING	HAND-HELD NETWORK TEST DEVICE	29/538,302	2-Sep-15		
WO	PENDING	WLAN RF ENVIRONMENT EVALUATION FOR 802.11AC CHANNELS	PCT/US2016/056792	13-Oct-16		

Copyrights

Title	Registration Number	Registration /Certification Date	Record Owner
AirMagnet handheld analyzer.	TX0005727895	2/10/2003	AirMagnet, Inc.
AirMagnet handheld analyzer & 4 other titles.	V9940D909	8/14/2015	Airmagnet, Newfield Wireless, Inc. Inc.
AirMagnet laptop analyzer.	TX0005727896	2/10/2003	AirMagnet, Inc.
AirMagnet reporter.	TX0006033456	8/2/2004	AirMagnet, Inc.
AirMagnet surveyor.	TX0006033457	8/2/2004	AirMagnet, Inc.

Trademarks

Trademark	Application Number (Application Date)	Registration Number (Registration Date)	Record Owner
AIRMAGNET	76/367,788 (5-Feb-2002)	2,748,459 (05-Aug-2003)	AirMagnet, Inc.

ARMAGNET and Design 	76/391,415 (04-Apr-2002)	2,748,521 (05-Aug-2003)	AirMagnet, Inc.
AIRWISE	76/399,843 (04-Apr-2002)	2,757,320 (26-Aug-2003)	AirMagnet, Inc.
LANMETER	74/494,858 (28-Feb-1994)	1,908,247 (01-Aug-1995)	AirMagnet, Inc.
NETALLY	75/550,802 (10-Sept-1998)	2,354,650 (06-June-2000)	AirMagnet, Inc.
LINKSPRINTER	87/329,076 (08-Feb-2017)	5,356,486 (12-Dec-2017)	AirMagnet, Inc.
LINKRUNNER	87/329,091 (08-Feb-2017)	5,356,487 (12-Dec-2017)	AirMagnet, Inc.

Domain Names

link-live.com
link-live.io
link-solutions.com
link.live
linkrunnerat.com
linksprinter.com
linksprinter.io
linksprinterdev.com
linksprintermanagement.com
airchecklive.com
airmagnet.at
airmagnet.ch
airmagnet.co.in
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airmagnet.net
airmagnet.org
airmagnet.pl
airmagnet.sg
airmagnelive.com
onetouchat.com

TRADEMARK

REEL: 006703 FRAME: 0397

[Schedule A to Intellectual Property Assignment]

RECORDED: 07/25/2019