

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM536571

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Brocade Communications Systems, Inc.		07/01/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AT&T Intellectual Property II, L.P.		
Street Address:	645 East Plumb Lane		
City:	Reno		
State/Country:	NEVADA		
Postal Code:	89502		
Entity Type:	Limited Partnership: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3370483	VYATTA	
Registration Number:	4580689	VPLANE	
CORRESPONDENCE DATA			
Fax Number:	2147462293		
<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:	214-757-3467		
Email:	david.cho@att.com		
Correspondent Name:	David J. Cho		
Address Line 1:	208 S. Akard Street		
Address Line 4:	DALLAS, TEXAS 75202-4295		
NAME OF SUBMITTER:	David J. Cho		
SIGNATURE:	/David J. Cho/		
DATE SIGNED:	08/14/2019		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Trademark Assignment**”) is made as of July 1, 2017 (the “**Effective Date**”), by and among Brocade Communications Systems, Inc., a Delaware corporation (“**Seller**”) and AT&T Intellectual Property II, LP, a Nevada limited partnership (“**Buyer**”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Seller and AT&T Services, Inc., an Affiliate of Buyer, are parties to that certain Asset Purchase Agreement, dated as of May 3, 2017 (the “**Asset Purchase Agreement**”), pursuant to which Buyer has agreed to purchase, and Seller has agreed to sell, convey, assign, transfer and deliver to Buyer, all of Seller’s right, title and interest in, to and under the Transferred Registered IP on the terms and conditions set forth in the Asset Purchase Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, Seller has agreed to execute and deliver this Trademark Assignment by which the Marks described in Section 2.2(e) of the Disclosure Schedule and set forth in Exhibit A hereto (collectively, the “**Transferred Marks**”) are assigned and conveyed by Seller to Buyer at the Closing.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, upon the terms and subject to the conditions set forth in the Asset Purchase Agreement, it is hereby agreed that:

1. Transferred Marks Conveyance.

Seller does hereby irrevocably and unconditionally:

a. sell, transfer, convey, assign and deliver to Buyer all of Seller’s right, title and interest in, to and under, free and clear of all Liens (other than Permitted Encumbrances): (i) the Transferred Marks, together with the goodwill of the Business associated therewith; (ii) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Transferred Marks, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, and (D) any other remedies of any kind for past, current and future infringement; and (iii) rights to collect royalties or other payments under or on account of any of the Transferred Marks, the same to be held by Buyer for Buyer’s own use and enjoyment, and for the use and enjoyment of Buyer’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made.

b. Seller agrees, without charge to Buyer, to assist Buyer in perfecting Buyer’s right, title and interest throughout the world in all Transferred Marks assigned to Buyer hereunder, include executing applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such right, title and interest in Buyer; provided, however, that Buyer will bear the cost of preparing all documentation and recording this Trademark Assignment with applicable Trademark Offices. In the event Buyer is unable for any

reason, after reasonable effort, to secure Seller's signature on any document needed to perfect the transfer of ownership of the Transferred Marks, Seller hereby irrevocably designates and appoints Buyer and its duly authorized officers and agents as Seller's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Seller's behalf to execute and file such documents, with the same legal force and effect as if executed by Seller. Seller agrees to provide such assistance and cooperation as Buyer may reasonably request in connection with Buyer's prosecution of any trademark applications included in the Transferred Marks (including appeals in connection therewith), including providing documents and materials in the possession or control of Seller.

2. Terms of the Asset Purchase Agreement. This Trademark Assignment is being delivered pursuant to the Asset Purchase Agreement, and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the Asset Purchase Agreement. Seller and Buyer acknowledge and agree that the representations, warranties, conditions, limitations, covenants and agreements contained in the Asset Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. The rights and remedies of Buyer and Seller under the Asset Purchase Agreement shall not be deemed to be enlarged, modified, or in any way altered by the terms of this Trademark Assignment. In the event of any conflict between the terms of the Asset Purchase Agreement and the terms of this Trademark Assignment, the terms of the Asset Purchase Agreement shall prevail.

3. Execution in Counterparts. This Trademark Assignment may be executed in one or more counterparts (including by means of facsimile or other electronic means), each of which shall be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Assignment by facsimile or other electronic means shall be effective as delivery of an originally executed counterpart to this Trademark Assignment.

4. Governing Law. This Trademark Assignment and all disputes or controversies arising out of or relating to this Trademark Assignment or the transactions contemplated hereby shall be governed, construed, and enforced in accordance with the Laws of the State of Delaware without regard to the conflicts of law principles thereof.

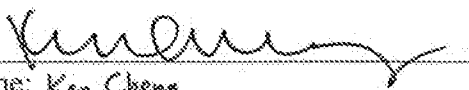
5. Successors and Assigns. All of the terms and provisions of this Trademark Assignment shall be binding upon Seller and its permitted successors and assigns and shall inure to the benefit of Buyer and its permitted successors and assigns.

[Signature Page Follows]

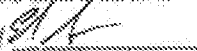
IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment as of the date first above written.

Seller:

**BROCADE COMMUNICATION SYSTEMS,
INC.**

By: 
Name: Ken Cheng
Title: CTO and Senior VP

BROCADE LEGAL

By: 

Date 6/28/2017



Buyer hereby accepts this assignment of Transferred Marks.

Buyer:

AT&T INTELLECTUAL PROPERTY II, L.P.
d/b/a AT&T INTELLECTUAL PROPERTY,

Through Its General Partner AT&T
INTELLECTUAL PROPERTY, LLC

By: 

Name: Scott Frank

Title: President and CEO

[Signature page to Trademark Assignment]

Exhibit A to the Trademark Assignment

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
VPLANE	Australia	1152405	06 Jan 2013	1152405	06 Jan 2013
VPLANE	Canada	1610055	16 Jan 2013	TMA919132	02 Nov 2015
VPLANE	China	1152405	06 Jan 2013	1152405	06 Jan 2013
VPLANE	EU-CTM	1152405	06 Jan 2013	1152405	06 Jan 2013
VPLANE	India	2471528	04 Feb 2013	2471528	14 Dec 2016
VPLANE	Japan	1152405	06 Jan 2013	1152405	06 Jan 2013
VPLANE	Korea (South)	1152405	06 Jan 2013	1152405	06 Jan 2013
VPLANE	Singapore	1152405	06 Jan 2013	1152405	06 Jan 2013
VPLANE	Switzerland	1152405	06 Jan 2013	1152405	06 Jan 2013
VPLANE	USA	85670560	06 Jul 2012	4580689	05 Aug 2014
VPLANE	WIPO	1152405	06 Jan 2013	1152405	06 Jan 2013
VPLANE	EU-CTM	011446853	20 Dec 2012	011446853	16 May 2013
VPLANE	Japan	2013-000073	04 Jan 2013	5584457	24 May 2013
VYATTA	Australia	1184928	03 Nov 2013	1184928	03 Nov 2013
VYATTA	Brazil	908350589	26 Sep 2014	908350589	14 Feb 2017
VYATTA	Canada	1695593	26 Sep 2014	TMA950,473	26 Sep 2016
VYATTA	China	1184928	03 Nov 2013	1184928	03 Nov 2013
VYATTA	EU-CTM	1184928	04 Nov 2013	1184928	04 Nov 2013
VYATTA	Hong Kong	303151043	29 Sep 2014	303151043	29 Sep 2014
VYATTA	India	1184928	04 Nov 2013	1184928	04 Nov 2013
VYATTA	India	2867200	24 Jul 2014		
VYATTA	Israel	1184928	03 Nov 2013	1184928	01 Aug 2016
VYATTA	Japan	1184928	03 Nov 2013	1184928	03 Nov 2013
VYATTA	Korea (South)	1184928	03 Nov 2013	1184928	03 Nov 2013
VYATTA	Mexico	1184928	03 Nov 2013	1184928	03 Nov 2013
VYATTA	New Zealand	1184928	03 Nov 2013	1184928	03 Nov 2013
VYATTA	Philippines	1184928	03 Nov 2013	1184928	03 Nov 2013
VYATTA	Russian Federation	1184928	03 Nov 2013	1184928	03 Nov 2013
VYATTA	Singapore	1184928	03 Nov 2013	1184928	03 Nov 2013
VYATTA	South Africa	2014/26146	25 Sep 2014	2014/26146	25 Sep 2014
VYATTA	Switzerland	1184928	03 Nov 2013	1184928	03 Nov 2013
VYATTA	USA	78760337	23 Nov 2005	3370483	15 Jan 2008
VYATTA	Vietnam	1184928	03 Nov 2013	1184928	03 Nov 2013
VYATTA	WIPO	1184928	03 Nov 2013	1184928	03 Nov 2013