

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537284

<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>
Zettics, Inc.		02/28/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ribbon Communications Securities Corp.		
<b>Street Address:</b>	3605 E. Plano Pkwy.		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75074		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4433857	ZETTICS DYNAMIC LEARNING	
<b>Registration Number:</b>	4468723	ZETTICS	
<b>Registration Number:</b>	4429450	ZETTICS	
<b>Registration Number:</b>	4106192	PRIVACY DIAL	
<b>Registration Number:</b>	4150581	TRUE VIEW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	9724368141		
<b>Email:</b>	tbennett@tbennettlaw.com		
<b>Correspondent Name:</b>	Tamera H. Bennett		
<b>Address Line 1:</b>	132 W. Main Street		
<b>Address Line 4:</b>	Lewisville, TEXAS 75057		
<b>NAME OF SUBMITTER:</b>	Tamera H. Bennett		
<b>SIGNATURE:</b>	/Tamera H. Bennett/		
<b>DATE SIGNED:</b>	08/20/2019		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “**Trademark Assignment**”), to be effective as of February 28, 2019, is made by Zettics, Inc., a Delaware corporation located at 4 Technology Park Drive, Westford, MA 01886 (the “**Assignor**”) to Ribbon Communications Securities Corp., a Massachusetts corporation located at 3605 E. Plano Pkwy, Plano, TX 75074 (“**Assignee**” and, together with Assignor, the “**Parties**”, and individually a “**Party**”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

### W I T N E S S E T H:

WHEREAS, the Assignor and Assignee are parties, together with the other parties thereto, to that certain Asset Purchase and Sale Agreement, dated as of January 31, 2019 (the “**Purchase Agreement**”), whereby the Assignor has agreed to, among other things, sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase, accept and acquire from Assignor, all of Assignor’s right, title and interest in, to and under all of the Purchased Assets, in accordance with the terms and conditions set forth in the Purchase Agreement, including the trademarks, logos, service marks and trade names set forth in Schedule A, attached hereto and made a part hereof, said trademarks, including all registrations and applications for registration thereof and all common law rights with respect thereto, being collectively referred to herein as the “**Assigned Trademarks**”; and

WHEREAS, Assignee wishes to acquire, and Assignor wishes to transfer all of the right, title and interest in and to the Assigned Trademarks.

NOW, THEREFORE, for \$1.00 (one U.S. dollar) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **1. ASSIGNMENT.**

(a) Assignment. Assignor hereby unconditionally sells, transfers, assigns, conveys and delivers to Assignee all of Assignor’s right, title and interest in, to and under the Assigned Trademarks throughout the world, including, but not limited to, all benefits, privileges, causes of action, and remedies, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations and renewals thereof, (b) bring actions for past, present and future infringement, dilution, or other violation thereof, and (c) grant licenses or other interests therein. The foregoing includes, and Assignor hereby assigns, sells and transfers to Assignee, the goodwill connected with the use of and symbolized by the Assigned Trademarks.

(b) Recordation. Assignor hereby requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the equivalent entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Assigned Trademarks.

#### **2. FURTHER ASSURANCES.**

Assignor hereby covenants and agrees to cooperate with Assignee, upon the reasonable request of Assignee, to take all commercially reasonable actions and to execute and deliver, or cause to be executed and delivered, all other documents and instruments reasonably necessary or appropriate to fully evidence, vest, perfect and confirm, document, record and carry out the sale, assignment, transfer and delivery of the Assigned Trademarks, as contemplated by the Purchase Agreement and this Agreement.

### 3. MISCELLANEOUS.

(a) Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by or on behalf of each of the Parties hereto.

(b) Notices. All notices or other communications or deliveries provided for under this Agreement shall be given as provided in the Purchase Agreement.

(c) Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

(d) Governing Law/Jurisdiction. This Agreement shall be interpreted, construed and governed in accordance with, and subject to the jurisdiction provided in, the Purchase Agreement.

(e) Counterparts. This Agreement may be executed in two or more counterparts (including exchange of signature pages by telecopy, e-mail or other means of electronic transmission) each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

(f) Incorporation. All schedules are incorporated by reference as if fully set forth herein.

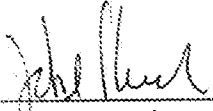
(g) No Conflict. Nothing contained in this Agreement shall be deemed to modify, amend, or supersede any of the obligations or agreements of the Assignor or Assignee, or any other party contained in the Purchase Agreement. The Purchase Agreement is the exclusive source of the agreement and understanding between the Assignor and Assignee respecting the sale of the Purchased Assets. In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties, intending to be bound, hereby execute this Trademark Assignment.

**ASSIGNOR:**

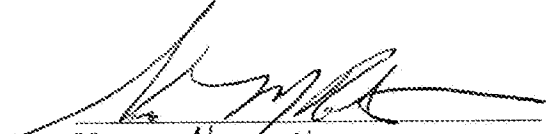
ZETTICS, INC.

By:   
Name: John Sr. Amend  
Title: CEO/President

**CERTIFICATE**

City of Westford )  
State of Massachusetts )

On this 26<sup>th</sup> day of February, 2019, John Sr. Amend appeared before me in person and acknowledged the above to be his/her signature, and that he/she signed and delivered the above instrument as his/her voluntary act and deed for the purposes set forth herein.

  
Name: Nerissa M. Robert  
Notary Public  
State of Massachusetts



**NERISSA M. ROBERT**

**Notary Public**

**Commonwealth of Massachusetts**

**My Commission Expires**

**September 17, 2021**

IN WITNESS WHEREOF, the Parties, intending to be bound, hereby execute this Trademark Assignment.

**ASSIGNEE:**

RIBBON COMMUNICATIONS  
SECURITIES CORP.

By: 

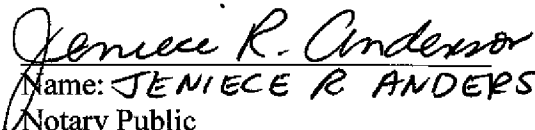
Name: Justin K. Ferguson

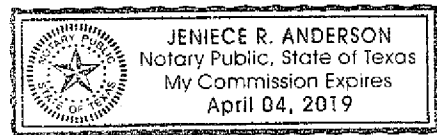
Title: Exec. VP, General Counsel & Clerk

**CERTIFICATE**

City of Plano            )  
State of Texas         )

On this 27<sup>TH</sup> day of February, 2019, Justin K. Ferguson appeared before me in person and acknowledged the above to be his signature, and that he signed and delivered the above instrument as his voluntary act and deed for the purposes set forth herein.

  
Name: JENIECE R ANDERSON  
Notary Public  
State of TEXAS



**SCHEDULE A**

U.S. Trademarks:

<b>Trademark/Image if any</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>	<b>Status</b>	<b>Owner</b>
ZETTICS DYNAMIC LEARNING	85792763 12/3/2012	4433857 11/12/2013	Registered	ZETTICS, INC.
ZETTICS	85759908 10/22/2012	4468723 1/21/2014	Registered	ZETTICS, INC.
ZETTICS	85574796 3/20/2012	4429450 11/5/2013	Registered	ZETTICS, INC.
PRIVACY DIAL	85026498 4/29/2010	4106192 2/28/2010	Registered	ZETTICS, INC.
TRUE VIEW	77910803 1/13/2010	4150581 5/29/2012	Registered	ZETTICS, INC.

Foreign Trademarks:

<b>Trademark/Image if any</b>	<b>Country</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>	<b>Status</b>	<b>Owner</b>
1. ZETTICS	Mexico	1413972 9/18/2013	1550195 6/24/2015	Registered	Zettics, Inc.
2. ZETTICS	Brazil	840670800 10/9/2013	---	Pending	Zettics, Inc.
3. ZETTICS	EU	11756939 4/22/2013	11756939 9/13/2013	Registered  Expiration 4/22/2023	Zettics, Inc.
4. ZETTICS	EU	11196102 9/18/2012	11196102 2/14/2013	Registered  Expiration 9/18/2022	Zettics, Inc.
5. ZETTICS	Israel	255162 4/22/2013	255162 4/22/2013	Registered  Expiration 4/22/2023	Zettics, Inc.

Trademark/Image if any		Country	Application Number Application Date	Registration Number Registration Date	Status	Owner
6.	ZETTICS	Israel	250095 9/19/2012	250095 9/19/2012	Registered  Expiration 9/19/2022	Zettics, Inc.
7.	ZETTICS	Indonesia	J0020130183 16 4/22/2013	488011 7/23/2015	Registered  Expiration 4/22/2023	Zettics, Inc.
8.	ZETTICS	Malaysia	2013005750 4/19/2013	---	Pending	Zettics, Inc.
9.	ZETTICS	Singapore © Intellectual Property Office of Singapore	T1306310H 4/19/2013	T1306310 H 4/19/2013	Registered  Expiration 4/19/2023	Zettics, Inc.
10	ZETTICS	Australia	1552803 4/19/2013	1552803 4/19/2013	Registered  Expiration 4/19/2023	Zettics, Inc.