

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM550132

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SNAPROUTE, INC.		11/06/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	INFOBLOX INC.		
Street Address:	3111 CORONADO DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5379094	FLEXSWITCH	
Serial Number:	88174307	CN-NOS	
CORRESPONDENCE DATA			
Fax Number:	4154391500		
<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:	maria.banda@kirkland.com		
Correspondent Name:	Maria Banda		
Address Line 1:	Kirkland & Ellis, LLP		
Address Line 2:	555 California Street, Suite 2700		
Address Line 4:	San Francisco, CALIFORNIA 94104		
ATTORNEY DOCKET NUMBER:	26879-7		
NAME OF SUBMITTER:	Maria Banda		
SIGNATURE:	/Maria Banda/		
DATE SIGNED:	11/20/2019		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (this “Agreement”) is made as of November 6, 2019 (the “Effective Date”), by and between **SNAPROUTE, INC.**, a Delaware corporation (“Assignor”) and **INFOBLOX INC.**, a Delaware corporation (“Assignee”).

WHEREAS, the Assignor has in the past used and is currently using the patents and patent applications set forth on Exhibit A (collectively, the “Assigned Patents”);

WHEREAS, the Assignor has in the past used and is currently using the trademarks, service marks and logos identified on Exhibit B, including the goodwill of the business associated therewith and symbolized thereby, which business is ongoing and existing (collectively, the “Marks”, and together with any trademarks, service marks, logos, domain names, social media handles and other indicia of source which incorporate such Marks that are owned by, or registered to, Assignor or its Affiliates, together with all registrations, applications and renewals relating thereto and the goodwill of the business associated therewith and symbolized thereby, which business is ongoing and existing (collectively, the “Assigned Trademarks”));

WHEREAS, the Assignor has in the past used and is currently using the domain names and registrations identified on Exhibit C (collectively, the “Assigned Domains” and together with the Assigned Patents and the Assigned Trademarks, the “Assigned IP”); and

WHEREAS, in connection with the closing under that certain Asset Purchase Agreement, dated as of November 6, 2019, by and between Assignor and Assignee (the “Purchase Agreement”), Assignor and Assignee are hereby effecting the assignment, transfer, conveyance and delivery of all of Assignor’s rights, title and interest in, to and under the Assigned IP (the “Assignment”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

Assignor (on behalf of itself and its affiliates) hereby irrevocably assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of Assignor’s right, title and interest in, to and under the Assigned IP (including, for the avoidance of doubt, all the goodwill of the business associated therewith and symbolized thereby), together with: all registrations and applications therefor (and the rights to make applications or registrations therefor), including any renewals and extensions of the registrations set forth in Exhibits A, B and C or that are in effect or may be secured, now or hereafter, in each case, together with the goodwill of the business associated therewith and symbolized thereby; and all income, royalties or payments made with respect to the Assigned IP following the Effective Date, including, all claims for damages by reason of past, present or future infringement, misappropriation, violation or other unauthorized use of the Assigned IP, together with the right to sue for, and collect the same. Effective as of the Effective Date, Assignee accepts the assignment of the Assigned IP. For the avoidance of doubt, nothing in this Agreement shall impair, limit or otherwise modify the representations or warranties contained in the Purchase Agreement, including with respect to the Assigned IP.

Assignor represents and warrants to Assignee that it has the full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict with this Agreement.

Assignor further agrees, for itself, its successors and assigns, and at Assignee's expense, to (i) execute and deliver, at the reasonable request of Assignee, any documents, papers, forms, instruments, authorizations and assignments prepared by Assignee that are reasonably necessary or desirable for securing, completing or vesting in Assignee all right, title and interest of Assignor in, to and under the Assigned IP as set forth herein, (ii) provide, at the reasonable request of Assignee, evidence to support such assignment in the event such evidence is reasonably necessary and not otherwise available to Assignee, and (iii) take such other actions as Assignee may reasonably deem necessary or desirable in order to transfer, convey, and assign to Assignee, and to confirm Assignee's title to, such Assigned IP. Assignee is hereby authorized to file, and shall be solely responsible for the filing of, all such instruments with the applicable governmental authorities or recording offices. Except as otherwise expressly set forth herein, each party hereto shall pay its own costs and expenses in connection with the execution and review of any such documents. In the event Assignee is unable for any reason, after the use of commercially reasonable efforts, to secure Assignor's signature on any document needed to perfect the transfer of ownership of the Assigned IP, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment shall be deemed coupled with an interest and, therefore, irrevocable, to act for and on Assignor's behalf to execute and file such documents, with the same legal force and effect as if executed by Assignor.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand or limit in any way the provisions of the Purchase Agreement. In the event of any conflict, ambiguity or inconsistency between any provision of this Agreement and any provision of the Purchase Agreement, the applicable provision of the Purchase Agreement shall be deemed to be controlling.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

This Agreement and all disputes, controversies or claims relating to, arising out of or under or in connection with this Agreement, including the negotiation, execution and performance hereunder, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Delaware.

All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement. The words "include", "including" and other words of similar import when used herein shall not be deemed to be terms of limitation but rather shall be deemed to be followed in each case by the words "without limitation".

This Agreement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

Any waiver of any term or condition of this Agreement, or any amendment or supplementation of this Agreement, shall be effective only if in writing and signed by the parties hereto.

[remainder of page intentionally left blank – signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Assignment Agreement as of the date first above written.


SNAPROUTE, INC.

By:  _____

Name: Dominic Wilde

Title: Chief Executive Officer

INFOBLOX INC.

By:  _____

Name: Jesper Andersen

Title: Chief Executive Officer and President

Exhibit A
Assigned Patents

No.	Title	Status
1.	Provisional Patent Application filed under Attorney Docket No. 32346-43540; Application Serial No. 62/850,810	Pending {Unpublished}
2.	Provisional Patent Application filed under Attorney Docket No. 32346-44065; Application Serial No. 62/880,268	Pending {Unpublished}

Exhibit B
Assigned Trademarks

No.	Description	Country	Application Date	Application Number	Registration Date	Registration Number	Status
1.	DISRUPTION IN PROGRESS	United States	6/7/2016	87063716			Abandoned
2.	FLEXSWITCH	EUTM	12/11/2017	017583881	4/19/2018	017583881	Registered
3.	FLEXSWITCH	Japan	12/13/2017	2017163479			Pending
4.	FLEXSWITCH	United Kingdom	12/11/2017	3276416	3/16/2018	3276416	Registered
5.	FLEXSWITCH	United States	6/14/2017	87489061	1/16/2018	5379094	Registered
6.	CN-NOS	United States	10/30/2018	88174307			Pending
7.	CN-NOS	Canada	04/24/2019	1958938			Pending
8.	CN-NOS	Hong Kong	04/23/2019	304899557	09/26/2019	304899557	Registered
9.	CN-NOS	International	04/20/2019	1469854	04/20/2019	1469854	Designations under Madrid: CN/EM/GB/KR/SG
10.	CN-NOS	China (WIPO)	04/20/2019	1469854	04/20/2019	1469854	-
11.	CN-NOS	EUTM (WIPO)	04/20/2019	1469854	04/20/2019	1469854	-
12.	CN-NOS	United Kingdom (WIPO)	04/20/2019	1469854	04/20/2019	1469854	-
13.	CN-NOS	Republic of Korea (WIPO)	04/20/2019	1469854	04/20/2019	1469854	-
14.	CN-NOS	Singapore (WIPO)	04/20/2019	1469854	04/20/2019	1469854	-
15.	FLEX SWITCH	United States	04/16/2016	87004250			Abandoned

16.	FREE YOUR NETWORK	United States	02/04/2016	86898215		Abandoned
17.	OPEN YOUR NETWORK	United States	02/04/2016	86898199		Abandoned

Exhibit C
Assigned Domains

Seller's rights to the name "SnapRoute" and the following domain name:

No.	Domain Name	Expiration Date	Registrant Name	Registrant Organization	Registrar
1.	snaproute.com	20-Apr-2020	Contact Privacy Inc. Customer 0140092236	Contact Privacy Inc. Customer 0140092236	Tucows, Inc.