

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584196

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900545350		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Digital Lightwave, Inc.		04/30/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VeEx Inc.		
Street Address:	2827 Lakeview Court		
City:	Fremont		
State/Country:	CALIFORNIA		
Postal Code:	94538		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4617153	MPA	
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:	cmorelle@veexinc.com		
Correspondent Name:	VeEX, Inc.		
Address Line 1:	2827 Lakeview Court		
Address Line 4:	Fremont, CALIFORNIA 94538		
NAME OF SUBMITTER:	Cyrille Morelle		
SIGNATURE:	/Cyrille Morelle/		
DATE SIGNED:	07/01/2020		
Total Attachments: 7			
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EXHIBIT A

Form of Assignment and Bill of Sale

BILL OF SALE

THIS BILL OF SALE, dated April 30, 2016, is made and delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated of even date herewith (the "Purchase Agreement"), by and between VeEX, Inc., a California corporation ("Buyer") and Digital Lightwave, Inc., a Delaware corporation ("Seller"). All terms and conditions of, and all representations, warranties, covenants and agreements relating to, the transactions contemplated by the Purchase Agreement are set forth in the Purchase Agreement. Capitalized terms which are used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby covenants and agrees as follows:

1. SALE AND TRANSFER OF ASSETS.

Pursuant to Section 2.1 and subject to the terms and conditions of the Purchase Agreement, Seller does hereby sell, transfer, assign, convey and deliver to Buyer all of Seller's right, title and interest of every kind and nature (whether owned, licensed or leased, including indirect and other forms of beneficial ownership) as of the Closing in, to and under the Purchased Assets, free and clear of liens other than Permitted Liens. Seller shall retain and not transfer, and Purchaser will not purchase or acquire, the Excluded Assets.

2. FURTHER ACTIONS.

Seller hereby warrants, covenants and agrees to take all steps necessary to establish the record of Buyer's title to the Purchased Assets and, at the request of Buyer and without further consideration, to execute and deliver further instruments of transfer and assignment and take such other further action as Buyer may reasonably request to more effectively transfer and assign to and vest in Buyer, and to put Buyer in possession of, each of the Purchased Assets.

3. TERMS OF THE PURCHASE AGREEMENT.

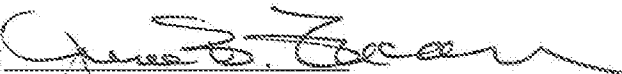
The terms of the Purchase Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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IN WITNESS WHEREOF, Seller has executed this Bill of Sale effective as of the date first written above.

SELLER:

DIGITAL LIGHTWAVE, INC.
a Delaware corporation

By: 

Name: June B. Zwan

Title: CEO

SIGNATURE PAGE TO BILL OF SALE

TRADEMARK
REEL: 006983 FRAME: 0434

EXHIBIT B

Form of Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT, dated April 30, 2016, is made and delivered pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated of event date herewith (the "**Purchase Agreement**"), by and between VeEX, Inc., a California corporation ("**Buyer**") and Digital Lightwave, Inc., a Delaware corporation ("**Seller**"). All terms and conditions of, and all representations, warranties, covenants and agreements relating to, the transactions contemplated by the Purchase Agreement are set forth in the Purchase Agreement. Capitalized terms which are used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Buyer and Seller hereby covenant and agree as follows:

1. ASSIGNMENT AND ASSUMPTION.

Pursuant to Section 2.3 and subject to the terms and conditions of the Purchase Agreement, Seller hereby assigns, sells, transfers and sets over (collectively, the "**Assignment**") to Buyer all of Seller's right, title, benefit, privileges and interest in and to, and all of Seller's burdens, obligations and liabilities in connection with, only the Assumed Liabilities. Buyer hereby accepts the foregoing Assignment and assumes and agrees to satisfy, perform or discharge when due the Assumed Liabilities. Notwithstanding the foregoing, nothing herein shall affect the obligation of Seller to pay or be responsible for any amounts that Seller has otherwise agreed to pay or be responsible for under any provision of the Purchase Agreement. Buyer will not assume or be liable for the Retained Liabilities.

2. FURTHER ACTIONS.

Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment and Assumption Agreement.

3. TERMS OF THE PURCHASE AGREEMENT.

The terms of the Purchase Agreement are incorporated herein by this reference. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

4. COUNTERPARTS.

This Assignment and Assumption Agreement may be executed by the parties in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument binding on all parties. An originally executed version of this

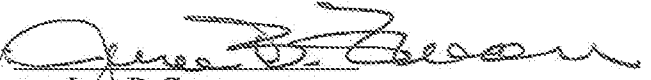
Assignment and Assumption Agreement that is delivered by one party to another party, as evidence of signature, by facsimile, or by electronic mail after having been scanned as an image file (including, Adobe PDF, TIF, etc.) shall, for all purposes hereof, be deemed an original signature and no party shall have the right to object to the manner in which this Assignment and Assumption Agreement was executed as a defense to the enforcement of this Assignment and Assumption Agreement.

[BALANCE OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties have executed this Assignment and Assumption Agreement as of the date first written above.

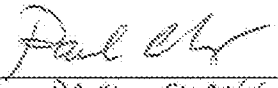
SELLER:

DIGITAL LIGHTWAVE, INC.
a Delaware corporation

By: 
Name: Jung B. Zwan
Title: CEO

BUYER:

VeEX, INC.
a California corporation

By: 
Name: PAUL CHANG
Title: Chairman

SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION AGREEMENT