

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/12/2016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Overture Networks, Inc.		01/12/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ADVA Optical Networking SE		
Street Address:	Fraunhoferstr. 9a		
Internal Address:	82152 Martinsried		
City:	Munich		
State/Country:	GERMANY		
Entity Type:	Public Company: EUROPEAN UNION		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6010577	OVERTURE	
Registration Number:	4696623	OVERTURE	
Registration Number:	4735777	ENSEMBLE OSA	
Registration Number:	4621841	ENSEMBLE	
Registration Number:	4752342	ENSEMBLE OPEN SERVICE ARCHITECTURE	
Registration Number:	2987898	ISG	
CORRESPONDENCE DATA			
Fax Number:	9197814865		
<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:	9197814000		
Email:	ip@wyrick.com		
Correspondent Name:	Devon E. White		
Address Line 1:	4101 Lake Boone Trail, Suite 300		
Address Line 4:	Raleigh, NORTH CAROLINA 27607		
ATTORNEY DOCKET NUMBER:	023150.008		
NAME OF SUBMITTER:	Devon E. White		
SIGNATURE:	/dew/		

OP \$165.00 6010577

DATE SIGNED:	01/13/2021
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Total Attachments: 8

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AGREEMENT AND PLAN OF MERGER

by and among

ADVA OPTICAL NETWORKING SE,

ADVA NA HOLDINGS, INC.,

ADVA ODIN MERGER SUB, INC.,

OVERTURE NETWORKS, INC.

AND

SHAREHOLDER REPRESENTATIVE SERVICES LLC,
as REPRESENTATIVE

Signing Date: January 12, 2016

Closing Date: January 15, 2016

LEGEND

Company	Overture Networks, Inc., a Delaware corporation
Holdco	ADVA NA Holdings, Inc., a Delaware corporation
Merger Sub	ADVA Odin Merger Sub, Inc., a Delaware corporation
Parent	ADVA Optical Networking SE, a public company organized under the laws of the European Union
Horizon	Horizon Technology Finance Corporation
SVB	Silicon Valley Bank

Any terms used but not defined herein have the meaning set forth in the Merger Agreement.

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is made and entered into as of January 12, 2016, by and among ADVA Optical Networking SE, a public company registered in Germany under the corporate laws of the European Union introduced by the *Council Regulation on the Statute for a European Company* ("Parent"), ADVA NA Holdings, Inc., a Delaware corporation ("Holdco"), ADVA Odin Merger Sub, Inc., a Delaware corporation and a wholly-owned subsidiary of Parent ("Merger Sub"), Overture Networks, Inc., a Delaware corporation (the "Company"), and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as representative of the Stockholders (the "Representative").

RECITALS

A. The boards of directors of each of Parent, Merger Sub and the Company believe it advisable and in the best interests of each corporation and their respective stockholders that Parent and the Company enter into a business combination transaction in accordance with the Delaware General Corporation Law (the "DGCL") pursuant to which Merger Sub will merge with and into the Company (the "Merger") and, in furtherance thereof, have approved this Agreement and the Merger.

B. Parent, Merger Sub and the Company desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe various conditions to the Merger.

C. Simultaneously with the execution and delivery of this Agreement, and as a condition and inducement to Parent to enter into this Agreement, certain Stockholders have executed a voting and support agreement substantially in the form attached hereto as Exhibit A.

D. Simultaneously with the execution and delivery of this Agreement, and as a condition and inducement to Parent to enter into this Agreement, (i) certain employees of the Company have entered into employment arrangements with Parent or a Subsidiary thereof, and (ii) certain employees of the Company have entered into consulting agreements with Parent or a Subsidiary thereof, in each case to become effective at the Effective Time.

Accordingly, the parties to this Agreement, intending to be legally bound, agree as follows:

ARTICLE I DEFINED TERMS; RULES OF CONSTRUCTION

Section 1.1 Definitions. In addition to the terms defined elsewhere herein, the following terms have the meanings set forth below:

"Acquisition Transaction" means any transaction or series of related transactions involving (a) any merger, consolidation, share exchange, business combination, recapitalization, tender offer, exchange offer or other similar transaction involving a change of control of the Company or a Company Subsidiary; (b) any sale, lease, exchange, transfer, license, acquisition or disposition of a substantial portion of the business or assets of the Company or a Company Subsidiary outside the ordinary course of business; or (c) any issuance, sale or acquisitions of a

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Intellectual Property" means any or all of the following: (a) all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (b) all inventions (whether patentable or not), invention disclosures, improvements, proprietary information, know-how, technical data and customer

lists, and all documentation relating to any of the foregoing; (c) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (d) all industrial designs and any registrations and applications therefor; (e) all internet uniform resource locators, domain names, trade names, logos, slogans, designs, common law trademarks and service marks, trademark and service mark registrations and applications therefor; (f) all Software; (g) all Technology; (h) all moral and economic rights of authors and inventors, however denominated; and (i) all rights arising out of or associated with any of the foregoing.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(a) Except as set forth in Section 4.11(a) of the Company Disclosure Schedule, all items of tangible personal property and assets of the Company and the Company Subsidiaries (i) are in all material respects usable for the intended purposes and in good operating condition, subject to ordinary wear and tear and (ii) were acquired in the ordinary course of business.

(b) Section 4.11(b) of the Company Disclosure Schedule sets forth a true, correct and complete list and general description of each item of tangible personal property of the Company and the Company Subsidiaries having a book value of more than \$25,000.

Section 4.12 Intellectual Property.

(a) Section 4.12(a) of the Company Disclosure Schedule contains a true, correct and complete list of all Company Registered Intellectual Property (reflecting, in each case, ownership where there is co-ownership with a Person other than the Company or a Company Subsidiary, filing date, date of issuance and registration or application numbers, as applicable).

(b) With respect to the applications and registrations for Company Registered Intellectual Property set forth in Section 4.12(a) of the Company Disclosure Schedule, (i) the Company or a Company Subsidiary is the record owner of such applications and registrations, (ii) such applications and registrations have been duly maintained, are subsisting, valid, in full force and effect, and have not been cancelled, expired, or abandoned, (iii) to the Company's Knowledge, there are no facts or circumstances that would render such applications and registrations invalid or unenforceable, (iv) there are no pending or, to the Company's Knowledge, threatened interferences, re-examinations, oppositions or cancellation proceedings involving such applications and registrations and (v) such applications have been prosecuted in accordance with all applicable rules, practices and procedures of the U.S. Patent and Trademark Office or other applicable Governmental Body.

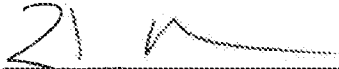
(c) The Company or a Company Subsidiary owns, free and clear of any Encumbrances (other than Permitted Encumbrances), or has a valid and enforceable right to use, all Intellectual Property used for or in connection with the operation and conduct of their businesses without any limitation or restriction, except for those limitations and restrictions set forth in any Contract to which the Company is a party.

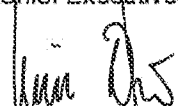
(d) Section 4.12(d) of the Company Disclosure Schedule sets forth a true, correct and complete list of the Company Proprietary Software (other than documentation), as well as a true, correct and complete list all Software not owned by the Company or any Company Subsidiary, but used for the operation of any hardware or software product or the provision of a related service of the Company or incorporated or embedded in or bundled with any Company Proprietary Software, but in each case excluding off-the-shelf Software that is subject to an end user "click-wrap" or "shrink-wrap" license agreement.

(e) The Company or a Company Subsidiary has entered into work made for hire agreements or obtained assignments from their respective employees, former employees, independent contractors and former independent contractors who contributed to the creation or development of any Company Intellectual Property which the Company or a Company Subsidiary purports to own, assigning to the Company or

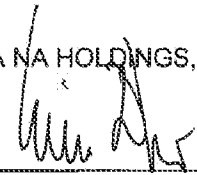
The parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

ADVA OPTICAL NETWORKING SE

By: 
Name: Brian Protiva
Title: Chief Executive Officer


By: 
Name: Ulrich Dopfer
Title: Chief Financial Officer


ADVA NA HOLDINGS, INC.

By: 
Name: Ulrich Dopfer
Title: President

By: 
Name: Peter Stewart
Title: Secretary

ADVA ODIN MERGER SUB, INC.

By: 
Name: Ulrich Dopfer
Title: President

By: 
Name: Peter Stewart
Title: Secretary

OVERTURE NETWORKS, INC.

By: [Signature]
Name: Gregory A. [unclear]
Title: Chief Financial Officer

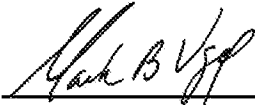
SHAREHOLDER REPRESENTATIVE
SERVICES LLC, solely in its capacity as the
Representative

By: _____
Name: _____
Title: _____

OVERTURE NETWORKS, INC.

By: _____
Name: _____
Title: _____

SHAREHOLDER REPRESENTATIVE
SERVICES LLC, solely in its capacity as the
Representative

By:  _____
Name: Mark B. Vogel
Title: Managing Director