

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690083

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AT&T Intellectual Property II, LP		10/31/2021	Limited Partnership: NEVADA
RECEIVING PARTY DATA			
Name:	Ciena Corporation		
Street Address:	7035 Ridge Road		
Internal Address:	Legal Department		
City:	Hanover		
State/Country:	MARYLAND		
Postal Code:	21076		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3370483	VYATTA	
Registration Number:	4580689	VPLANE	
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>			
Phone:	4106943164		
Email:	rgabriel@ciena.com		
Correspondent Name:	Raymond M. Gabriel		
Address Line 1:	7035 Ridge Road		
Address Line 2:	Legal Department		
Address Line 4:	Hanover, MARYLAND 21076		
NAME OF SUBMITTER:	Raymond M. Gabriel		
SIGNATURE:	/Raymond M. Gabriel/		
DATE SIGNED:	11/23/2021		
Total Attachments: 7			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“**Trademark Assignment**”) is made as of October 31, 2021 (the “**Effective Date**”), by and among AT&T Intellectual Property II, LP, a Nevada limited partnership (“**Assignor**”), and Ciena Corporation, a Delaware corporation (“**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, Assignor is an Affiliate of Seller, and Seller and Buyer are parties to that certain Asset Purchase Agreement, dated as of August 31, 2021 (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 right, title and interest of Seller or any of its Affiliates 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 or cause to be executed and delivered this Trademark Assignment by which the registered Marks described in Section 2.2(a)(vi) of the Disclosure Schedule and/or set forth in Exhibit A hereto (collectively, the “**Transferred Marks**”) are assigned and conveyed by Assignor to Buyer at the First 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. Assignor does hereby irrevocably and unconditionally sell, transfer, convey, assign and deliver to Buyer all of Assignor’s right, title and interest in, to and under, free and clear of all Liens: (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 (C) any other remedies of any kind for past, current and future infringement (other than any insurance proceeds received after the First Closing by Seller or any Seller Affiliates on account of losses that occur with respect to the First Closing Transferred Assets); and (iii) all 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 Assignor if this Trademark Assignment had not been made.

2. Further Assurances; Power of Attorney. Assignor agrees, without charge to Buyer, to (i) assist Buyer in perfecting Buyer’s right, title and interest throughout the world in all Transferred Marks assigned to Buyer hereunder, including executing applications, assignments,

declarations, affidavits, and any other papers in connection therewith reasonably necessary or desirable to perfect such right, title and interest of Buyer in, to and under the Transferred Marks; provided, however, that Buyer will reimburse Assignor for Assignor's reasonable out-of-pocket cost incurred in preparing all documentation and recording this Trademark Assignment with applicable trademark offices.

3. Terms of the Asset Purchase Agreement Control. 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. Assignor 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.

4. 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; provided, however, that in the event a trademark office or other governmental authority requires submission of documents with original signatures, Buyer and Assignor will work together to secure such originals.

5. 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.

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

7. Amendment. This Trademark Assignment may not be amended except by an instrument in writing signed on behalf of each of the Parties.


[Signature Page Follows]

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

Assignor:

AT&T INTELLECTUAL PROPERTY II, LP

By: AT&T Intellectual Property, LLC, its General Partner

By: _____

Name: Scott Frank

Title: VP – Intellectual Property

CC
WGT

[Signature page to Trademark Assignment]

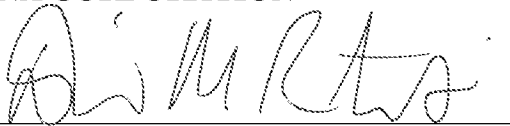
TRADEMARK

REEL: 007504 FRAME: 0214

Buyer hereby accepts this assignment of Transferred Marks.

Buyer:

CIENA CORPORATION

By: 

Name: David M. Rothenstein

Title: Senior Vice President and General Counsel

[Signature page to Trademark Assignment]

**TRADEMARK
REEL: 007504 FRAME: 0215**

Exhibit A to the Trademark Assignment

Mark	Jurisdiction	Application No.	Application Date	Registration No.	Registration Date
VYATTA	United States - (US)	78760337	11/23/2005	3370483	1/15/2008
VYATTA	South Africa - (ZA)	201426146	9/25/2014	201426146	9/25/2014
VYATTA	Hong Kong - (HK)	303151043	9/29/2014	303151043	9/29/2014
VYATTA	Brazil - (BR)	908350589	9/26/2014	908350589	2/14/2017
VYATTA	International Registration - (IB)	1184928	11/4/2013	1184928	11/4/2013
VYATTA	Australia - (AU)	1184928	11/3/2013	1184928	11/3/2013
VYATTA	China P.R. - (CN)	1184928	11/3/2013	1184928	11/3/2013
VYATTA	Japan - (JP)	1184928	11/3/2013	1184928	11/3/2013
VYATTA	Korea South - (KR)	1184928	11/3/2013	1184928	11/3/2013
VYATTA	Israel - (IL)	1184928	11/3/2013	1184928	11/3/2013
VYATTA	New Zealand - (NZ)	1184928	11/3/2013	1184928	11/3/2013
VYATTA	Singapore - (SG)	1184928	11/3/2013	1184928	11/3/2013
VYATTA	Switzerland - (CH)	1184928	11/3/2013	1184928	11/3/2013
VYATTA	United Kingdom of Great Britain and Northern Ireland - (GB)	1184928	11/4/2013	UK0081184928	11/4/2013
VYATTA	Community Trademark - (EM)	1184928	11/4/2013	1184928	11/4/2013

VYATTA	Canada - (CA)	1695593	9/26/2014	TMA950473	9/26/2016
VYATTA	India - (IN)	1184928	11/4/2013	1184928	11/4/2013
VYATTA	India - (IN)	2867200	7/24/2014	N/A	N/A
VYATTA	Mexico - (MX)	1184928	11/3/2013	1184928	11/3/2013
VYATTA	Philippines - (PH)	1184928	11/3/2013	1184928	11/3/2013
VYATTA	Russian Federation - (RU)	1184928	11/3/2013	1184928	11/3/2013
VYATTA	Vietnam - (VN)	1184928	11/3/2013	1184928	11/3/2013
VPLANE	Canada - (CA)	1610055	1/16/2013	TMA919132	11/2/2015
VPLANE	India - (IN)	02471528	2/4/2013	02471528	12/14/2016
VPLANE	Korea South - (KR)	1152405	1/6/2013	1152405	1/6/2013
VPLANE	International Registration - (IB)	1152405	1/6/2013	1152405	1/6/2013
VPLANE	Australia - (AU)	1152405	1/6/2013	1152405	1/6/2013
VPLANE	China P.R. - (CN)	1152405	1/6/2013	1152405	1/6/2013
VPLANE	United Kingdom of Great Britain and Northern Ireland - (GB)	1152405	1/6/2013	UK0081152405	1/6/2013
VPLANE	Community Trademark - (EM)	1152405	1/6/2013	1152405	1/6/2013
VPLANE	Japan - (JP)	2013000073	1/4/2013	5584457	5/24/2013
VPLANE	Japan - (JP)	1152405	1/6/2013	1152405	1/6/2013
VPLANE	Singapore - (SG)	1152405	1/6/2013	1152405	1/6/2013

[Exhibit A to Trademark Assignment]

TRADEMARK
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VPLANE	United States - (US)	85670560	7/6/2012	4580689	8/5/2014
VPLANE	United Kingdom of Great Britain and Northern Ireland - (GB)	011446853	12/20/2012	UK009011446853	5/16/2013
VPLANE	Community Trademark - (EM)	011446853	12/20/2012	011446853	5/16/2013
VPLANE	Switzerland - (CH)	1152405	1/6/2013	1152405	1/6/2013

[Exhibit A to Trademark Assignment]