

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM733035

<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>
Adaptive Spectrum and Signal Alignment, Incorporated		05/27/2022	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DZS Inc.		
<b>Street Address:</b>	5700 Tennyson Parkway, Suite 400		
<b>City:</b>	Plano		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75024		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4710736	CLEARVIEW	
<b>Registration Number:</b>	5360195	CLOUDCHECK	
<b>Registration Number:</b>	5340968		
<b>Serial Number:</b>	90848661	COMMANDE	
<b>Serial Number:</b>	90127476	EQUIPE	
<b>Serial Number:</b>	90127822	EQUIPE	
<b>Registration Number:</b>	3248506	EXPRESSE	
<b>Serial Number:</b>	86553751	ON-EXPRESSE	
<b>Serial Number:</b>	86336586	SMARTIFI	
<b>Serial Number:</b>	90848548	SMARTIFI	
<b>Serial Number:</b>	90127534	WORKPUT	
<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>Email:</b>	docketing@grablemartin.com		
<b>Correspondent Name:</b>	Grable Martin Fulton PLLC		
<b>Address Line 1:</b>	P.O. Box 2006		
<b>Address Line 4:</b>	Azle, TEXAS 76098		

OP \$290.00 4710736

<b>NAME OF SUBMITTER:</b>	Denise Wilson
<b>SIGNATURE:</b>	/Denise Wilson/
<b>DATE SIGNED:</b>	06/08/2022
<b>Total Attachments: 8</b> source=DZS-Assignment-TM#page1.tif source=DZS-Assignment-TM#page2.tif source=DZS-Assignment-TM#page3.tif source=DZS-Assignment-TM#page4.tif source=DZS-Assignment-TM#page5.tif source=DZS-Assignment-TM#page6.tif source=DZS-Assignment-TM#page7.tif source=DZS-Assignment-TM#page8.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made and entered into as of May 27, 2022 by and between Adaptive Spectrum and Signal Alignment, Incorporated, a California corporation ("Assignor") and DZS Inc., a Delaware corporation ("Assignee").

### RECITALS

WHEREAS, Assignor and Assignee are the parties to that certain Asset Purchase Agreement, dated as of April 29, 2022 (the "Purchase Agreement"), pursuant to which Assignee has agreed to purchase from Assignor certain assets of Assignor, including all of Assignor's right, title and interest in and to the trademarks, service marks, and trade names listed in Schedule I hereto (all such trademarks, service marks, and trade names referred to collectively as the "Assigned Trademarks"), together with the goodwill associated with and symbolized by them, as set forth in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignment. Assignor hereby irrevocably sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor's right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law rights for which no applications or registrations exist, all applications to register any of the Assigned Trademarks, and all registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights, and all goodwill associated with the Assigned Trademarks and symbolized thereby, and that portion of the business which is ongoing and existing to which the Assigned Trademarks pertain, together with all claims that it might have, at law or in equity, including the right to sue and recover damages, for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of Assignor in all matters related to the Assigned Trademarks, including:

- (a) the Assigned Trademarks and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

## 2. Further Assurances.

a. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and/or assigns may reasonably request to effect the terms of this Agreement, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in relevant state and national trademark offices.

b. Assignor grants the attorney of record the power to insert on this Agreement any further identifying information describing the parties or marks listed in Schedule I hereto, that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, or rules of other entities including but not limited to United States or foreign governments or patent and trademark offices, for recordation of this document.

c. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue, certify, or assign registrations or applications for service marks, trademarks or trade names, to issue, certify or assign as appropriate, the same to Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives in accordance with the terms of this Agreement.

d. Assignor represents that Assignor has the rights, titles, and interests to convey as set forth herein, and covenants to Assignee that Assignor has not made and will not hereafter make any assignment, grant, mortgage, license, or other agreement affecting the transfer of all rights, titles, and interests herein conveyed; provided that, for clarity, the foregoing shall not expand Assignor's representations or warranties as to validity, enforceability, subsistence, or non-infringement as set forth in the Purchase Agreement.

e. Assignor hereby constitutes and appoints Assignee, its successors and assigns, as Assignor's true and lawful attorney, with full power of substitution, in Assignor's name and stead, on behalf of and for the benefit of Assignee, its successors and assigns, to demand and receive any and all of the Assigned Trademarks and to give receipts and releases for and in respect of the Assigned Trademarks, or any part thereof, and from time to time to institute and prosecute in Assignor's name, at the sole expense and for the benefit of Assignee, its successors and assigns, any and all proceedings at law, in equity or otherwise, which Assignee, its successors and assigns, reasonably may require for the collection or reduction to possession of any of the Assigned Trademarks. Assignor hereby declares that the foregoing powers are coupled with an interest and are and shall be irrevocable and, accordingly, may not be revoked by Assignor in any manner or for any reason whatsoever.

## 3. Miscellaneous.

a. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware without reference to such state's principles of conflicts of law.

b. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Agreement shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their assigns, transferees and successors.

c. This Agreement shall extend to, inure to the benefit of, and be binding upon the parties hereto and their respective directors, officers, partners, proprietors, agents, employees, representatives, affiliates, successors, heirs and assigns.

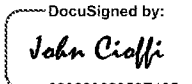
d. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto; it being understood that all parties hereto need not sign the same counterpart. The delivery by facsimile or by electronic delivery in PDF format (or any electronic signature complying with the U.S. federal ESIGN Act of 2000) of this Agreement with all executed signature pages (in counterparts or otherwise) shall be sufficient to bind the parties hereto to the terms and conditions set forth herein. All of the counterparts will together constitute one and the same instrument and each counterpart will constitute an original of this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the parties have caused the Trademark Assignment Agreement to be signed as of the date first written above.

**ASSIGNOR:**

ADAPTIVE SPECTRUM AND SIGNAL  
ALIGNMENT, INCORPORATED

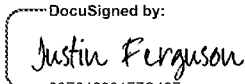
By:  \_\_\_\_\_  
08626908358E425...

Name: John Cioffi

Title: Chairman and Chief Executive  
Officer

**ASSIGNEE:**

DZS INC.

By:  \_\_\_\_\_  
08F84698177C437...

Name: Justin Ferguson

Title: Chief Legal Officer and Corporate  
Secretary

## Schedule I

Mark Name	Registration Number	TM Application Number	Status	Country	Date Filed	Mark Type
CLEARVIEW	4710736	86/216,198	Registered	United States of America	3/10/2014	Word Mark
CLOUDCHECK - Class 35	1478844	1339434	Registered	Mexico	1/14/2013	Word Mark
CLOUDCHECK - Class 35	T00006220	000520337A-2013	Registered	Peru	1/16/2013	Word Mark
CLOUDCHECK - Class 36	1362631	1339443	Registered	Mexico	1/14/2013	Word Mark
CLOUDCHECK - Class 36	T00006220	000520337B-2013	Registered	Peru	1/16/2013	Word Mark
CLOUDCHECK - Class 38	1418680	1339446	Registered	Mexico	1/14/2013	Word Mark
CLOUDCHECK - Class 38	T00006220	000520337C-2013	Registered	Peru	1/16/2013	Word Mark
CLOUDCHECK - Class 42	1449301	1339448	Registered	Mexico	1/14/2013	Word Mark
CLOUDCHECK - Class 42	T00006220	000520337D-2013	Registered	Peru	1/16/2013	Word Mark
CLOUDCHECK - Class 9	T00006220	000520337-2013	Registered	Peru	1/16/2013	Word Mark
CLOUDCHECK	1174409	1174409	Registered	Australia	1/4/2013	Word Mark
CLOUDCHECK	1174409	1174409	Registered	Switzerland	1/4/2013	Word Mark
CLOUDCHECK	1142989	1041930	Registered	Chile	1/16/2013	Word Mark
CLOUDCHECK	1174409	1174409	Registered	Japan	1/4/2013	Word Mark
CLOUDCHECK	1174409	1174409	Registered	Republic of Korea (South)	1/4/2013	Word Mark
CLOUDCHECK	1174409	1174409	Registered	Russian Federation	1/4/2013	Word Mark
CLOUDCHECK	1174409	1174409	Registered	Turkey	1/4/2013	Word Mark
CLOUDCHECK	5360195	85/725,232	Registered	United States of America	9/10/2012	Word Mark
CLOUDCHECK	1174409	1174409	Registered	World IPO (WIPO)	1/4/2013	Word Mark

CLOUDCHECK - Class 35	2643299	3223169	Registered	Argentina	1/23/2013	Word Mark
CLOUDCHECK - Class 36	2643300	3223170	Registered	Argentina	1/23/2013	Word Mark
CLOUDCHECK - Class 38	2643770	3223171	Registered	Argentina	1/23/2013	Word Mark
CLOUDCHECK - Class 42	2643771	3223172	Registered	Argentina	1/23/2013	Word Mark
CLOUDCHECK - Class 9	2643298	3223168	Registered	Argentina	1/23/2013	Word Mark
CLOUDCHECK - Class 35	SM67979	878235	Registered	Thailand	1/17/2013	Word Mark
CLOUDCHECK - Class 36	SM67781	878236	Registered	Thailand	1/17/2013	Word Mark
CLOUDCHECK - Class 38	SM68087	878237	Registered	Thailand	1/17/2013	Word Mark
CLOUDCHECK - Class 9	1105168	1041927	Registered	Chile	1/16/2013	Word Mark
CLOUDCHECK - Class 9	1362629	1339424	Registered	Mexico	1/14/2013	Word Mark
CLOUDCHECK DESIGN	TMA975786	1667232	Registered	Canada	3/10/2014	Design
CLOUDCHECK Logo (Device Only)	5340968	86/192,706	Registered	United States of America	2/13/2014	Design
Cloudcheck Logo (Device Only)	1210453	1210453	Registered	Australia	2/26/2014	Design
Cloudcheck Logo (Device Only)	1210453	1210453	Registered	Switzerland	2/26/2014	Design
Cloudcheck Logo (Device Only)	1210453	1210453	Registered	European Union	2/26/2014	Design
Cloudcheck Logo (Device Only)	1210453	1210453	Registered	Japan	2/26/2014	Design
Cloudcheck Logo (Device Only)	1210453	1210453	Registered	Republic of Korea (South)	2/26/2014	Design
Cloudcheck Logo (Device Only)	1210453	1210453	Registered	Russian Federation	2/26/2014	Design
Cloudcheck Logo (Device Only)	1210453	1210453	Registered	World IPO (WIPO)	2/26/2014	Design
Cloudcheck logo (device only)	UK00801210453	UK0080121045 3	Registered	United Kingdom	2/26/2014	Logo



Commande		90/848,661	Pending	United States of America	7/26/2021	Word Mark
DSL EXPRESSE - Class 9	7119886	7119886	Registered	China	12/18/2008	Word Mark
EQUIPE		90/127,476	Pending	United States of America	8/20/2020	Word Mark
EQUIPE Design		90/127,822	Pending	United States of America	8/20/2020	Common Law Service Mark
EXPRESSE	3248506	78/688,925	Registered	United States of America	8/9/2005	Word Mark
Equipe		1582611	Pending	Australia	2/10/2021	Word Mark
Equipe		1582611	Pending	Brazil	2/10/2021	Word Mark
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Equipe		1582611	Pending	Republic of Korea (South)	2/10/2021	Word Mark
Equipe		1582611	Pending	Mexico	2/10/2021	Word Mark
Equipe		1582611	Pending	New Zealand	2/10/2021	Word Mark
Equipe	1582611	1582611	Registered	Singapore	2/10/2021	Word Mark
Equipe	1582611	1582611	Registered	World IPO (WIPO)	2/10/2021	Word Mark
ON-EXPRESSE		86/553,751	Abandoned	United States of America	3/4/2015	Word Mark
SMARTIFI	TMA975789	1686325	Registered	Canada	7/22/2014	Word Mark
SMARTIFI		86/336586	Abandoned	United States of America		Word Mark
SMARTIFI	907992242	907992242	Registered	Brazil	7/18/2014	Word Mark
SMARTIFI		90/848,548	Pending	United States of America	7/26/2021	Word Mark
SMARTIFI - Class 35	2735347	3340183	Registered	Argentina	7/17/2014	Word Mark
SMARTIFI - Class 42	2735348	3340184	Registered	Argentina	7/17/2014	Word Mark

SMARTIFI - Class 9	2735346	3340182	Registered	Argentina	7/17/2014	Word Mark
WORKPUT		90/127,534	Pending	United States of America	8/20/2020	Word Mark
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