900755556 03/07/2023

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM792361

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	CONTRIBUTION AND ASSIGNMENT AGREEMENT
RESUBMIT DOCUMENT ID:	900751218

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TELCORDIA TECHNOLOGIES, INC.		09/25/2015	Corporation: DELAWARE

## **RECEIVING PARTY DATA**

Name:	TELCORDIA LEGACY INC.
Street Address:	100 Somerset Corporate Blvd.
City:	Bridgewater
State/Country:	NEW JERSEY
Postal Code:	08807
Entity Type:	Corporation: DELAWARE

## **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	1865181	SWITCH
Registration Number:	1436320	TIRKS
Registration Number:	1714632	MARCH

## CORRESPONDENCE DATA

**Fax Number:** 2022937860

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.

**Phone:** 202 293 7060

Email: tm@sughrue.com, vmullineaux@sughrue.com
Correspondent Name: LEIGH ANN LINDQUIST/SUGHRUE MION, PLLC

Address Line 1: 2000 PENNSYLVANIA AVENUE NW

Address Line 2: SUITE 9000

Address Line 4: WASHINGTON, D.C. 20006

ATTORNEY DOCKET NUMBER:	S26252
NAME OF SUBMITTER:	Leigh Ann Lindquist
SIGNATURE:	/Leigh Ann Lindquist/
DATE SIGNED:	03/07/2023

**Total Attachments: 7** 

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#### CONTRIBUTION AND ASSIGNMENT AGREEMENT

This Contribution and Assignment Agreement (this "Agreement") is made and entered into by and between Telcordia Legacy Inc., a Delaware corporation (the "Company"), and Telcordia Technologics, Inc., a Delaware corporation (the "Contributing Stockholder"). The Company and the Contributing Stockholder are sometimes referred to individually as a "Party" and collectively as the "Parties."

## RECITALS

- A. On March 26, 2015, the Federal Communications Commission (the "Commission") adopted an order that approved "the recommendation of the North American Numbering Council (NANC) that Teleordia Technologies, Inc. d/b/a iconectiv (Teleordia) serve as the next local number portability administrator (LNPA)." The Commission's order contains requirements and conditions regarding the governance of Teleordia Technologies Inc.
- B. Given the Commission's requirements and conditions, the Contributing Shareholder desires to spin-off in a tax-free D reorganization, as defined in sections 368 and 355 of the Internal Revenue Code of 1986, its assets and operations that are not intended to be used in its finure operations, its "Legacy" assets, activities and operations, which include planning and engineering services, service fulfillment and service assurance for communications service providers in Nonth America and real-time charging, bandwidth management and personalized advertising services for global customers. The assets and operations to be retained by the Contributing Shareholder are the "iconectiv" assets, activities and operations
- C. In furtherance of this plan of reorganization, the Contributing Stockholder desires to assign and contribute to the Company all of the Contributing Stockholder's right, title, and interest in and to the Contributed Assets (as defined below) as a capital contribution to the Company in exchange for (i) the Company's assumption of the Assumed Lightlities (as defined below) and (ii) the Company's issuance to the Contributing Stockholder of the "Shares") of the Company's Common Stock, having a par value of such Shares being all the authorized shares of the Company's stock.
- E. The Company intends to continue the conduct of the Legacy business activities and operations and the Contributing Stockholder intends to continue the conduct of the iconcetiv business activities and operations in a manner consistent with past practices.

IN CONSIDERATION of the mutual agreements and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties, intending to be legally bound, agree as follows:

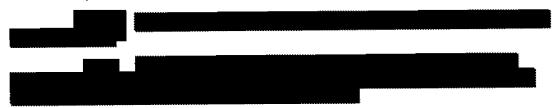
- 1. **Definitions.** The following terms have the following meanings for purposes of this Agreement:
- i.1 "Assumed Liabilities" means the liabilities and obligations specifically set forth on <u>Schedule 1</u>, and (ii) all other liabilities and obligations relating to the Contributed Assets to the extent, and only to the extent, such liabilities and obligations arise after the Effective Date.

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1.2 "Closing Date" means July September 28, 2015.

Contribution and Assignment Agreement

TRADEMARK REEL: 007999 FRAME: 0159 1.3 "Contributed Assets" means (i) all of assets, properties, Intellectual Property, rights, titles, and interests set forth on Schedule 1, (ii) the Contributed Contracts, and (iii) all other assets (except for Excluded Assets) of the Contributing Stockholder not associated with the iconectiv business activities and operations.



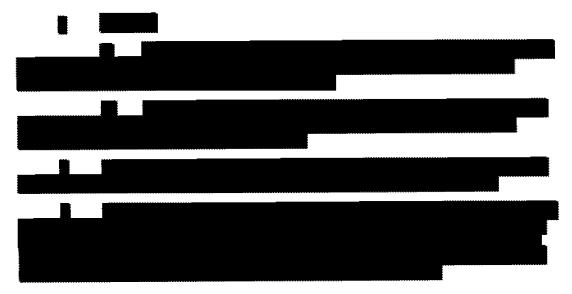
- and all provisional, divisional, continuing, continuation, continuation-in-part, reissue, reexamination, and foreign counterpart applications, renewals, extensions and the like, patent disclosures, and inventions, (ii) trademarks, service marks, trade dress, trade names, logos, and corporate names (in each case, whether registered or unregistered) and any other source or business identifier, and any registrations and applications for registration thereof and all of the goodwill associated therewith, (iii) copyrights (registered or unregistered), copyrightable works, and registrations and applications for registration thereof, (iv) computer software (including both source and object code form), data, data bases, and documentation thereof, (v) trade secrets and other confidential information (whether patentable or unpatentable and whether or not reduced to practice), including formulas, compositions, inventions know-how, manufacturing, and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans, and customer and supplier lists and information, and (vi) Interact addresses and domain name registrations proprietary rights.
- 1.7 "Law" means law, statute, ordinance, decree, requirement, directive, order, judgment, rule, regulation, or code of any Governmental Authority.
- 1.8 "Person" means any natural person or any corporation, general partnership, limited partnership, joint venture, association, firm, joint stock company, trust, business trust, unincorporated association, limited liability company, Governmental Authority, or other entity.

### Assets.

2.1 <u>Contributed Assets.</u> The Contributing Stockholder grants, conveys, transfers, assigns, and contributes to the Company all of the Contributing Stockholder's right, title, and interest in and to the Contributed Assets, effective as of the Closing Date (the "Transfer").

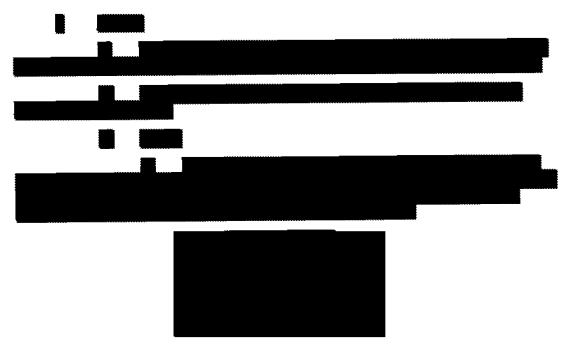


Contribution and Assignment Agreement

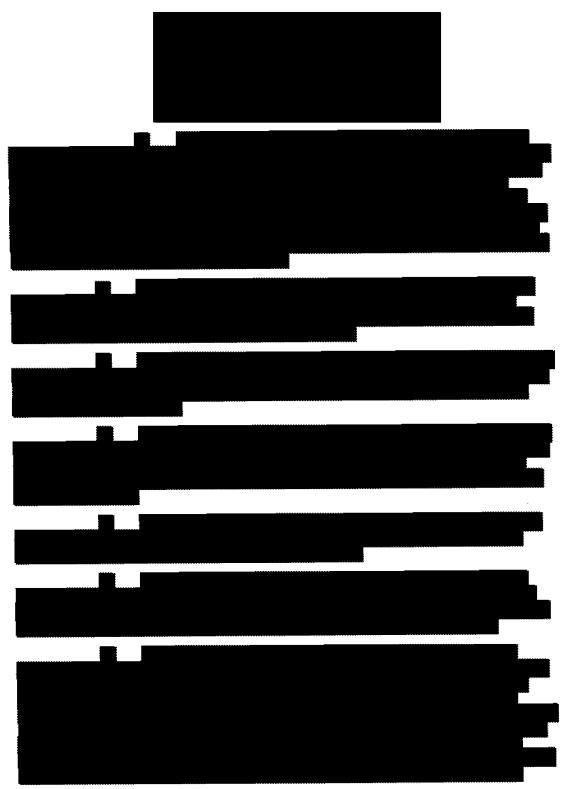


- 6. Representations and Warranties of the Company. The Company makes the following representations and warranties to the Contributing Stockholder:
- 6.1 <u>Organization and Good Standing</u>. The Company is a corporation duly incorporated, validly existing, and in good standing under the Laws of the state of Delaware.
- and deliver this Agreement, to perform the Company's obligations under this Agreement, and to consummate the transactions contemplated by this Agreement. The execution, delivery, and performance of this Agreement by the Company and the consummation by the Company of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary action, and no other proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the transactions so contemplated. This Agreement constitutes a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith, and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).
- 6.3 No Conflicts. Neither the execution, delivery, or performance by the Company of this Agreement, nor the consummation by the Company of the transactions contemplated by this Agreement, will, with or without the giving of notice or the lapse of time or both, (i) violate any provision of any organizational document of the Company or (ii) violate any Law or other restriction of any Governmental Authority or court to which the Company may be subject.
- 6.4 Continuation of Business Activities. The Company intends to continue the Legacy business activities and operations into the foreseeable future.
- 7. Representations and Warranties of the Contributing Stockholder. The Contributing Stockholder makes the following representations and warranties to the Company:

- 7.1 Organization and Good Standing. The Contributing Stockholder is a corporation duly incorporated, validly existing, and in good standing under the Laws of the state of Delaware.
- authority to execute and deliver this Agreement, to perform the Contributing Stockholder's obligations under this Agreement, and to consummate the transactions contemplated by this Agreement. The execution, delivery, and performance of this Agreement by the Contributing Stockholder and the consummation by the Contributing Stockholder of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary action, and no other proceedings on the part of the Contributing Stockholder are necessary to authorize this Agreement or to consummate the transactions so contemplated. This Agreement constitutes a valid and legally binding obligation of the Contributing Stockholder, enforceable against the Contributing Stockholder in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith, and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).
- 7.3 No Conflicts. Neither the execution, delivery, or performance by the Contributing Stockholder of this Agreement, nor the consummation by the Contributing Stockholder of the transactions contemplated by this Agreement, will, with or without the giving of notice or the lapse of time or both, (i) violate any provision of any organizational document of the Contributing Stockholder or (ii) violate any Law or other restriction of any Governmental Authority or court to which the Contributing Stockholder may be subject.
- 7.4 Continuation of Business Activities. The Contributing Stockholder intends to continue the iconectiv business activities and operations into the foreseeable future.



Contribution and Assignment Agreement



Contribution and Assignment Agreement



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The Parties have executed this Agreement as of the Effective Date.

## COMPANY:

Telcordia Legacy Inc., a Delaware corporation

## CONTRIBUTING STOCKHOLDER:

Telcordia Technologies, Inc., a Delaware corporation

By: ANALULIA
Name: Angela Valenting
Title: AST TREASURER
Date: Lasy

[SIGNATURE PAGE TO CONTRIBUTION AND ASSIGNMENT AGREEMENT]

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**RECORDED: 02/17/2023**