

TRADEMARK ASSIGNMENT COVER SHEET

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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		
<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:	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 Technologies, 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 Telcordia Technologies, Inc. d/b/a iconectiv (Telcordia) serve as the next local number portability administrator (LNPA)." The Commission's order contains requirements and conditions regarding the governance of Telcordia 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 future operations, its "Legacy" assets, activities and operations, which include planning and engineering services, service fulfillment and service assurance for communications service providers in North 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 [REDACTED]

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 Liabilities (as defined below) and (ii) the Company's issuance to the Contributing Stockholder of [REDACTED] the "*Shares*") of the Company's Common Stock, having a par value of [REDACTED] 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 iconectiv 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:

1.1 "*Assumed Liabilities*" means the liabilities and obligations specifically set forth on Schedule I, 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.

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

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.

[REDACTED]

[REDACTED]

1.6 "**Intellectual Property**" means all (i) patents, patent applications, including any 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) Internet 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.

2. Assets.

2.1 Contributed Assets. 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**").

[REDACTED]

[REDACTED]

6. **Representations and Warranties of the Company.** The Company makes the following representations and warranties to the Contributing Stockholder:

6.1 **Organization and Good Standing.** The Company is a corporation duly incorporated, validly existing, and in good standing under the Laws of the state of Delaware.

6.2 **Authorization.** The Company has all requisite power and authority to execute 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.

7.2 **Authorization.** The Contributing Stockholder has all requisite power and 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.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(Balance of page intentionally blank—Signatures on next page)

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

COMPANY:

Telcordia Legacy Inc., a Delaware corporation

By: John Moore
Name: John Moore
Title: Vice President
Date: 9/25/15

CONTRIBUTING STOCKHOLDER:

Telcordia Technologies, Inc., a Delaware corporation

By: A. Valentine
Name: Angela Valentine
Title: ASST. TREASURER
Date: 9/25/15

[SIGNATURE PAGE TO CONTRIBUTION AND ASSIGNMENT AGREEMENT]