

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM796514

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|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ribbon Communications Operating Company, Inc. | | 12/01/2020 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | AVCtechnologies USA Inc. | | |
| Street Address: | 1720 Peachtree Street, Suite 629 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30309 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5055120 | KANDY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6785534779 | | |
| <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: | 6785534778 | | |
| Email: | atltrademark@gtlaw.com | | |
| Correspondent Name: | Joel R. Feldman | | |
| Address Line 1: | 3333 Piedmont Road NE, Suite 2500 | | |
| Address Line 4: | Atlanta, GEORGIA 30305 | | |
| ATTORNEY DOCKET NUMBER: | 193358.010000 | | |
| NAME OF SUBMITTER: | Joel R. Feldman | | |
| SIGNATURE: | /jrf/ | | |
| DATE SIGNED: | 03/22/2023 | | |
| Total Attachments: 4 | | | |
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EXHIBIT E

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made by Ribbon Communications Operating Company, Inc., a Delaware corporation ("Assignor") to AVCtechnologies USA Inc., a Delaware corporation (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in that certain Amended and Restated Purchase Agreement (the "Purchase Agreement"), dated as of December 1, 2020, by and among Ribbon Communications Inc., a Delaware corporation, Assignor, Ribbon Communications International Limited, an Ireland company, and American Virtual Cloud Technologies, Inc., a Delaware corporation. This Agreement is being delivered pursuant to Section 3.02 of the Purchase Agreement. Assignor and Assignee are referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, in connection with the Closing of the transactions contemplated by the Purchase Agreement, the Assignor, Assignee and certain other parties thereto have entered into that certain Assignment and Assumption Agreement contemporaneously herewith (the "A&A Agreement"), pursuant to which the Assignor sells, assigns, transfers, conveys and delivers to Assignee the USA Assets (as defined therein), including the Transferred Intellectual Property;

WHEREAS, the Transferred Intellectual Property includes the trademarks and trademark applications set forth on Schedule A hereto, including any renewals for any of the foregoing and the goodwill associated with the foregoing (the "Assigned Marks"); and the Assignee and Assignor have agreed to have the Assignor execute and deliver this Trademark Assignment for purposes of evidencing, effectuating and recording the assignment of the Assigned Marks to the Assignee in the United States Patent and Trademark Office or the applicable offices of any other relevant jurisdiction.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual representations, warranties, covenants and agreements set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1. Assignment. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Assigned Marks, free and clear of all Encumbrances other than Permitted Encumbrances, without representation or warranty of any kind (except as provided in the Purchase Agreement).

Section 2. Further Actions. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other Party hereto, such further instruments of transfer and assignment and to take such other action as such other Party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Trademark Assignment.

Section 3. Third Party Reliance. Nothing in this Trademark Assignment, express or implied is intended or shall be construed to confer upon, or to give to, any person, firm, corporation or

other entity other than the Parties hereto, and their respective permitted assigns any right or remedy under or by reason of this Trademark Assignment or any term, covenant or condition hereof. All of the terms, covenants, conditions, premises and agreements in this Trademark Assignment shall be for the sole and exclusive benefit of the Parties hereto, and their respective successors and permitted assigns.

Section 4. Binding Effect; Third Party Beneficiaries. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and, if applicable, permitted assigns. Each Party intends that this Trademark Assignment shall not benefit or create any right or cause of action in any Person other than the Parties hereto.

Section 5. The Purchase Agreement. This Trademark Assignment is subject in all respects to the terms of the Purchase Agreement, and all of the representations, warranties, covenants and agreements contained in the Purchase Agreement, all of which shall survive the execution and delivery of this Trademark Assignment in accordance with the terms of the Purchase Agreement. Nothing contained in this Trademark Assignment shall be deemed to supersede, enlarge, restrict, limit, amend or modify any of the obligations, agreements, covenants, or warranties of the Parties contained in the Purchase Agreement, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

Section 6. Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Trademark Assignment.

Section 7. Entire Agreement. This Trademark Assignment, the Purchase Agreement and the A&A Agreement shall constitute the entire agreement of the Parties hereto with respect to the subject hereof and shall supersede all prior agreements or understandings, whether written or oral.

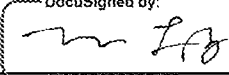
Section 8. Other Provisions. The provisions of Sections 10.02, 10.11 and 10.14 of the Purchase Agreement are incorporated herein by reference and shall apply to the terms and conditions of this Trademark Assignment and the Parties hereto *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative.

Ribbon Communications Operating Company,
Inc.,

as Assignor

DocuSigned by:

By: _____
41250798890F486
Name: Miguel Lopez
Title: President and Chief Executive Officer

SCHEDULE A
to Trademark Assignment

Trademarks

| TRADEMARK | COUNTRY | OWNER | Application/Registration No. | Filing/Registration Date |
|--|--------------------------|---|------------------------------|--------------------------|
| KANDY (and design) | Canada | Ribbon Communications Operating Company, Inc. | 1851731 | Aug-9-2017 |
| KANDY in Chinese Characters (Class 42) | China | Genband US LLC ¹ | 29719579 | Jan-14-2019 |
| KANDY (with design) | India | Genband US LLC ² | 3200080 | Mar-1-2016 |
| KANDY (with design) | India | Genband US LLC ³ | 3200079 | Mar-1-2016 |
| KANDY (with design) | India | Genband US LLC ⁴ | 3200078 | Mar-1-2016 |
| KANDY (word mark) | India | Genband US LLC ⁵ | 3200076 | Mar-1-2016 |
| KANDY (word mark) | India | Genband US LLC ⁶ | 3200077 | Mar-1-2016 |
| KANDY (word mark) | India | Genband US LLC ⁷ | 3200075 | Mar-1-2016 |
| KANDY (with design) | United States of America | Ribbon Communications Operating Company, Inc. | 5055120 | Oct-4-2016 |

Trademark Applications

None.

¹ Ribbon Communications Operating Company, Inc. is successor in interest to GENBAND LLC
² Ribbon Communications Operating Company, Inc. is successor in interest to GENBAND LLC
³ Ribbon Communications Operating Company, Inc. is successor in interest to GENBAND LLC
⁴ Ribbon Communications Operating Company, Inc. is successor in interest to GENBAND LLC
⁵ Ribbon Communications Operating Company, Inc. is successor in interest to GENBAND LLC
⁶ Ribbon Communications Operating Company, Inc. is successor in interest to GENBAND LLC
⁷ Ribbon Communications Operating Company, Inc. is successor in interest to GENBAND LLC