# CH \$140.00

### TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
llinCompass Wireless, Inc.	FORMERLY inCode Telecom Group, Inc.	09/02/2010	CORPORATION: DELAWARE	

### **RECEIVING PARTY DATA**

Name:	Ericsson Inc.
Street Address:	6300 Legacy Drive
Internal Address:	Legal Department
City:	Plano
State/Country:	TEXAS
Postal Code:	75024
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3743884	BUSINESS INSIGHT. TECHNOLOGY FORESIGHT.
Registration Number:	2336749	INCODE
Registration Number:	3201330	WIRELESS BAROMETER
Registration Number:	3186946	WIRELESS BAROMETER
Registration Number:	3464088	WIRELESS THINKING FOR A WIRELESS WORLD

### **CORRESPONDENCE DATA**

Fax Number: (214)939-5849

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: hltrademarks@klgates.com

Correspondent Name: Juliana Chen

Address Line 1: K&L Gates LLP, 1717 Main St., Ste. 2800

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 1204026.00001

**REEL: 004272 FRAME: 0289** 

TRADEMARK

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NAME OF SUBMITTER:	Juliana Chen	
Signature:	/jwc/	
Date:	09/03/2010	
Total Attachments: 5 source=Ericsson - inCode Trademark Assignment#page1.tif source=Ericsson - inCode Trademark Assignment#page2.tif source=Ericsson - inCode Trademark Assignment#page3.tif source=Ericsson - inCode Trademark Assignment#page4.tif source=Ericsson - inCode Trademark Assignment#page5.tif		

## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is effective as of September 2, 2010 ("Effective Date") by and between inCompass Wireless, Inc., formerly known as inCode Telecom Group, Inc., a Delaware corporation ("Seller"), and Ericsson Inc., a Delaware corporation ("Purchaser"), pursuant to the terms of that certain Asset Purchase Agreement, dated as August 4, 2010 (the "Purchase Agreement"), by and among Seller, Purchaser, SuperCode, Inc. and the shareholders of SuperCode, Inc. Capitalized terms used but not defined herein shall have the meaning ascribed to each such term in the Purchase Agreement.

WHEREAS, Seller has certain rights, title, and interest in and to certain trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles, logos, and other source or business identifiers and general intangibles of a like nature shown on SCHEDULE A hereto, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals, and extensions thereof shown on SCHEDULE A (collectively, the "Trademarks"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Seller assigned to Purchaser all of Seller's rights, title, and interest in and to the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. <u>Assignment</u>. Seller hereby irrevocably grants, transfers, assigns, and conveys to Purchaser all its respective rights, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby.
- 2. <u>Right to Sue for Infringement</u>. Seller also hereby assigns to Purchaser all claims for damages by reason of past, present, or future infringement or misappropriation of the Trademarks, with the right to sue for and collect same for its own use and behalf and for the use and on behalf of Purchaser's successors and assigns.
- 3. <u>Further Assurances</u>. Seller hereby agrees, without further consideration therefor, to execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Purchaser to effectuate more fully the transactions contemplated by this Assignment.
- 4. <u>Power of Attorney</u>. Seller hereby constitutes and appoints Purchaser as its true and lawful attorney-in-fact, with full power of substitution in such Seller's name and stead, to take any and all steps, including proceedings at law, in equity, or otherwise, to execute, acknowledge, and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Purchaser or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, without limitation, any rights with respect to the Trademarks that may have accrued in Seller's favor from the respective date of first use of any of the Trademarks to the effective date of this

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Assignment. Seller hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

- 5. <u>Successors and Assigns</u>. This Assignment will be binding upon Seller and its respective successors and assigns and will inure to the benefit of Purchaser and its successors and assigns.
- 6. <u>Conflicts</u>. Nothing contained in this Assignment will be deemed to supersede, modify, limit, or amend any of the rights or obligations of Seller or Purchaser under the Purchase Agreement. This Assignment is subject in all events to the terms and conditions of the Purchase Agreement, and in the event of a conflict or inconsistency between this Assignment and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.
- 7. Governing Law. This Assignment shall be governed by and construed and interpreted in accordance with the substantive laws of the State of Delaware, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction.

[SIGNATURE PAGE FOLLOWS]

TRADEMARK ASSIGNMENT AGREEMENT -Page 2

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives as of the Effective Date.

### SELLER:

INCOMPASS WIRELESS, INC. f/k/a INCODE TELECOM GROUP, INC.
By: Madd Cub. Name: Todd Crick CEO

STATE OF	TEXIIS	Ş
COUNTY OF	Carrin	8

The	foregoing	instr	ument	was	ackno	wledged	before	me	this	313	žť.	day	of
Augus		2010,	by _		2011	CKICK		******	<u> (,                                   </u>	<u> </u>	de sing on Medy-178		OI
inCompass	Wireless,	Inc., 1	formerly	knov	vn as	inCode	Telecom	Gro	oup,	Inc.,	a I	Jolaw	are
corporation,	on behalf	of said	corporat	ion,									

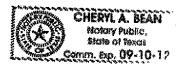
Cheer and for the State of Galifornia TEMS

CHEKYC A - BEAN

Notary's Printed or Typed Name

My Commission Expires:

9-10-12



TRADEMARK ASSIGNMENT AGREEMENT - Signature Page

By: Letter Hara	
Name: John Moore Title: V.P	
STATE OF TEXAS \$  COUNTY OF CX UN \$	
The foregoing instrument was acknowledged before me this Zand day Superior 2010, by John Moore Vice Treader of Ericsson, a Delaware corporation, on behalf of said corporation.	of on
Notary Public in and for the State of	
OHERYC A-BEAN  Notary's Printed or Typed Name	andro se
My Commission Expires:	
4 · 10 - 3012	

PURCHASER:

ERICSSON INC.

TRADEMARK ASSIGNMENT AGREEMENT - Signature Page

CHERYL A. BEAN

Notary Public,
State of Texas

Comm. Exp. 09-10-12

# Schedule A

# Trademarks

Tratemark	antisas samutanni eriya ya kasani sa	erose Resistantinti Number sine
BUSINESS INSIGHT.	United States	3,743,884
TECHNOLOGY		
FORESIGHT.		
INCODE	Guatemala	134,660
INCODE	United States	2,336,749
INCODE	Canada	TMA658,873
INCODE	European Union	3,668,951
WIRELESS BAROMETER &	United States	3,201,330
Design		
wireless BAROMETER		
WIRELESS BAROMETER	United States	3,186,946
WIRELESS THINKING FOR	United States	3,464,088
A WIRELESS WORLD		

TRADEMARK ASSIGNMENT AGREEMENT - Schedule A

**RECORDED: 09/03/2010**