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
Netopia, Inc.		07/15/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Motorola, Inc.	
Street Address:	1303 E. Algonquin Road	
City:	Schaumburg	
State/Country:	ILLINOIS	
Postal Code:	60196	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2842098	DIGITAL FREEDOM

CORRESPONDENCE DATA

Fax Number: (847)576-3628

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

Email: karen.r.levy@motorola.com

Correspondent Name: Jonathan P. Meyer
Address Line 1: 1303 E. Algonquin Road

Address Line 4: Schaumburg, ILLINOIS 60196

ATTORNEY DOCKET NUMBER:	REG. NO. 2842098
NAME OF SUBMITTER:	Jonathan P. Meyer
Signature:	/jpm/
Date:	10/26/2010

Total Attachments: 4

TRADEMARK REEL: 004303 FRAME: 0965 \$40.00 284

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TRADEMARK
REEL: 004303 FRAME: 0966

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is made and entered into effective as of July 15, 2010 ("<u>Effective Date</u>") by and between NETOPIA, INC., a Delaware company ("<u>Assignor</u>"), and MOTOROLA, INC., a Delaware company ("<u>Assignee</u>").

In consideration of the payment of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

- 1. <u>Assignment</u>. Assignor hereby sells, assigns and transfers to Assignee, its successors and assigns, all of Assignor's entire worldwide right, title and interest in and to the trademark listed in Exhibit A attached hereto (the "<u>Mark</u>") and the goodwill of the business symbolized by the Mark, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.
- 2. <u>Further Assurances</u>. If requested, Assignor agrees to execute any and all documents reasonably requested by Assignee, its successors and assigns, and to do all other lawful acts reasonably necessary to carry out the intent of this Assignment, as well as provide such other material, information or assistance as is reasonably necessary to carry out the intent of this Assignment, all at Assignee's expense. The cost of recording and registering ownership rights in the Mark shall be borne solely by Assignee, its successors and assigns.
- 3. Warranty. Assignor represents and warrants that:
 - (a) Assignor owns all right, title and interest in and to the Mark;
- (b) Assignor has not granted any right or license to third parties in conflict herewith or in any manner encumbered or clouded its title to the Mark;
- (c) Assignor is not aware of any trademark or other right of any third party which will be infringed by the Mark; and
- (d) No third party has claimed that the use of the Mark infringes or violates any trademark or other right of such third party.

4. Miscellaneous.

SF:292706.1

(a) <u>Enforceability</u>. If any term or provision of this Assignment is determined to be illegal, invalid, or unenforceable, the remaining terms and provisions of this Assignment will remain in full force and if the rights or obligations of any party hereto under this Assignment will not be materially and adversely affected thereby, (i) such provision will be fully severable, (ii) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Assignment

1

TRADEMARK REEL: 004303 FRAME: 0967 will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom and (iv) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

- (b) <u>Amendment</u>. This Assignment may be amended, supplemented or modified only by a written instrument duly executed by or on behalf of each party hereto.
- (c) <u>No Third-Party Beneficiaries</u>. The terms and provisions of this Assignment are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any third party.
- (d) Governing Law; Venue. This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without reference to its principles of conflicts of law.
- (e) <u>Counterparts and Amendment</u>. This Assignment may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same agreement.
- (f) <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

[Signature Page Follows]

NETOPIA, INC.	MOTOROLA, INC.
Ву:	Ву:
Name: JOHN WOZNIAK	Name: JOHN WOZNIAK
Title: CORP. V. P. & CONTROLLER	Title: CORPORATE V. P.
Date: July 15, 2010	Date: 10LY 15, 2010
STATE OF THING'S) COUNTY OF COOK)	RENEE GRINVALDS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 6/13/2012
UDHN WOZNIAK, of Netopia, Inc., to	10, before me, a Notary Public, personally appeared o me known and known to me to be the person of that nt and acknowledged the same to be his/her free act and
doed.	OZ.i.C Dis
6-13-2012	Notary Public
My Commission Expires	

EXHIBIT A

MARK

1. US Trademark Registration No. 2,842,098 for DIGITAL FREEDOM, registered May 18, 2004.

1

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RECORDED: 10/26/2010

TRADEMARK REEL: 004303 FRAME: 0970