

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
CP Secure Inc.		12/17/2008	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	NETGEAR, Inc.
Street Address:	350 E. Plumeria Drive
City:	San Jose
State/Country:	CALIFORNIA
Postal Code:	95134
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3057593	CP CP SECURE

CORRESPONDENCE DATA

Fax Number: (202)956-7069
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (202) 956-7685
 Email: carrierr@sullcrom.com
 Correspondent Name: Rita M. Carrier
 Address Line 1: 1701 Pennsylvania Avenue, N.W.
 Address Line 2: Sullivan & Cromwell LLP
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20006-5805

NAME OF SUBMITTER:	Rita M. Carrier
Signature:	/Rita M. Carrier/
Date:	05/17/2011

Total Attachments: 7

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**TRADEMARK
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of December 17, 2008 (the "Effective Date") is made by and between CP Secure Inc., a corporation organized under the laws of the State of California ("Assignor") and NETGEAR, Inc., a corporation organized under the laws of the State of Delaware ("Assignee").

WHEREAS, CP Secure International Holding Limited, a corporation organized under the laws of the Cayman Islands and parent of Assignor ("CP Secure Parent"), and Assignee have entered into that certain Asset Purchase Agreement, dated as of September 22, 2008 (the "Asset Purchase Agreement"), pursuant to which Assignor agreed to assign (or to cause its Affiliates to assign) to Assignee that certain trademark identified below;

WHEREAS, Assignor and Assignee have entered into that certain Purchase Agreement, dated as of December 17, 2008 (the "Local Purchase Agreement"), pursuant to which Assignor agreed to assign to Assignee that certain trademark identified below; and

WHEREAS, Assignor is the sole and exclusive owner of all right, title and interest in and to, and is the record owner of, the trademark listed in the attached Schedule 1 (the "Trademark");

WHEREAS, Assignee desires to acquire from Assignor and Assignor desires to assign to Assignee all right, title and interest in and to said Trademark;

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Asset Purchase Agreement and the Local Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns, transfers and conveys to Assignee, and Assignee hereby accepts the sale, assignment, transfer and conveyance from Assignor of, (a) all right, title and interest in and to, (i) the Trademark; together with (ii) all goodwill associated therewith and symbolized thereby; (iii) all rights of priority derived from the use of and application for said Trademark; (iv) all applications and registrations therefor and all renewals thereof; (v) all income, royalties or payments due or payable as of the Effective Date or thereafter; and (vi) all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement of the Trademark or foreign counterparts thereof; and (b) the sole right to enforce said Trademark and to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date.

Assignor represents and warrants that it is the sole and exclusive owner of all right, title and interest in and to, and is the record owner of, the Trademark and that it has full authority to make this Assignment.

Assignor covenants that Assignor, its legal representatives, agents, successors and assigns will, at the expense of Assignee, its successors and assigns, execute all papers and perform such other acts as may be reasonably necessary to give Assignee, its successors and assigns, the full benefit of this Assignment.

THIS ASSIGNMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, AND ALL DISPUTES BETWEEN THE PARTIES UNDER OR RELATED TO THIS ASSIGNMENT OR THE FACTS AND CIRCUMSTANCES LEADING TO ITS EXECUTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

Each party hereto agrees that it shall bring any action or proceeding in respect of any claim arising out of or related to this Assignment or the transactions contained in or contemplated by this Assignment, exclusively in the United States District Court for the Northern District of California or any California State court sitting in Santa Clara County (the "Chosen Courts"), and solely in connection with claims arising under this Assignment (i) irrevocably submits to the exclusive jurisdiction of the Chosen Courts, (ii) waives any objection to laying venue in any such action or proceeding in the Chosen Courts, (iii) waives any objection that the Chosen Courts are an inconvenient forum or do not have jurisdiction over any party hereto and (iv) agrees that service of process upon such party in any such action or proceeding shall be effective if notice is given in accordance with Section 10.1 of the Asset Purchase Agreement. Each party hereto irrevocably designates C.T. Corporation as its agent and attorney-in-fact for the acceptance of service of process and making an appearance on its behalf in any such claim or proceeding and for the taking of all such acts as may be necessary or appropriate in order to confer jurisdiction over it before the Chosen Courts and each party hereto stipulates that such consent and appointment is irrevocable and coupled with an interest. Each party hereto acknowledges and agrees that any controversy which may arise under this Assignment is likely to involve complicated and difficult issues, and therefore it hereby irrevocably and unconditionally waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Assignment or the transactions contemplated hereby.

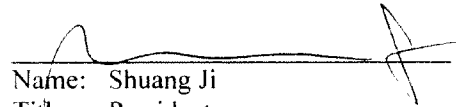
This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

CP SECURE INC.

By


Name: Shuang Ji
Title: President

NETGEAR, INC.

By

Name: Patrick C.S. Lo
Title: Chairman and Chief
Executive Officer

[Signature Page to Trademark Assignment]

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TRADEMARK
REEL: 004543 FRAME: 0235

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity on whose behalf of which the
person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

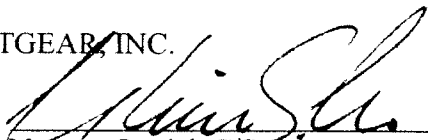
Signature _____ (Seal)

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

CP SECURE INC.

By _____
Name: Shuang Ji
Title: President

NETGEAR, INC.

By  _____
Name: Patrick C.S. Lo
Title: Chairman and Chief
Executive Officer

[Signature Page to Trademark Assignment]

ACKNOWLEDGMENT

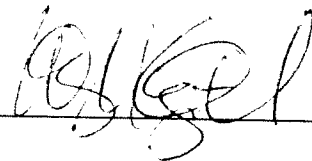
STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

On DECEMBER 12, 2008 before me, WYLEA KIRKPATRICK, NOTARY
(insert name and title of the officer)

personally appeared PATRICK J.S. LO
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they
executed the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity on whose behalf of which the
person(s) acted, executed this instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Schedule 1

Registered Trademark:

US Trademark Registration Certificate No.	Registration Date	Serial No.	Mark	Filed	Docket No.	Status
3,057,593	February 7, 2006	78/561,853	PC CP SECURE and design	February 7, 2005	T-4657	Registered