

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
Evolving Systems, Inc.		07/01/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	NeuStar, Inc.		
Street Address:	46000 Center Oak Plaza		
Internal Address:	Building X		
City:	Sterling		
State/Country:	VIRGINIA		
Postal Code:	20166		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2196447	ORDERPATH	
Registration Number:	2510765	NUMBERMANAGER	
Registration Number:	2673290	NUMERITRACK	
CORRESPONDENCE DATA			
Fax Number:	(202)339-6052		
Phone:	202-625-3649		
Email:	valerie.purdy-pyeron@kattenlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Valerie Purdy-Pyeron, Paralegal		
Address Line 1:	2900 K Street, N.W.		
Address Line 2:	North Tower, Suite 200		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5118		
ATTORNEY DOCKET NUMBER:	330952.00019 EVOLVE SYST		

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**TRADEMARK
 REEL: 004644 FRAME: 0013**

NAME OF SUBMITTER:	Valerie A. Purdy-Pyeron, Paralegal
Signature:	/valerie a. purdy-pyeron/
Date:	10/19/2011
Total Attachments: 5 source=Evolving - NeuStar assignment#page1.tif source=Evolving - NeuStar assignment#page2.tif source=Evolving - NeuStar assignment#page3.tif source=Evolving - NeuStar assignment#page4.tif source=Evolving - NeuStar assignment#page5.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This ASSIGNMENT OF PURCHASED INTELLECTUAL PROPERTY (this "Assignment"), dated as of July 1, 2011, is between Evolving Systems, Inc., a Delaware corporation (the "Assignor"), and NeuStar, Inc., a Delaware corporation (the "Assignee").

RECITALS

A. Reference is made to that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of April 21, 2011, by and between the Assignee and the Assignor.

B. The Assignor has agreed to assign and transfer to the Assignee the Purchased Intellectual Property for the consideration set forth in the Purchase Agreement.

AGREEMENT

In consideration of the foregoing and the mutual covenants and agreements contained in this Agreement, and intending to be legally bound hereby, the parties agree as follows:

1. General Assignment. The Assignor hereby sells, sets over, transfers, conveys, assigns, grants, contributes, and delivers to the Assignee, free and clear of any and all Encumbrances other than the Permitted Encumbrances, any and all right, title and interest, on a worldwide basis, that the Assignor now or hereafter holds in or to the Purchased Intellectual Property, including the Patents and applications for Patents, any and all continuations, continuation-in-part, divisions, foreign counterparts, reexaminations, reissues, renewals and extensions thereof, registered Marks and applications for Marks, and registered Copyrights, described in Exhibit A attached hereto, together with all rights to sue and recover for any past infringement.

2. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to the Assignor's representations, warranties, covenants, agreements, and indemnities relating to the Purchased Assets and the Assumed Liabilities, are incorporated in this Assignment by this reference. The Assignor and the Assignee acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Third Parties. Nothing in this Assignment, express or implied, is intended to or shall confer upon any Person other than the parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Assignment.

4. Governing Law. This Assignment and all disputes or controversies arising out of or relating to this Assignment shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

5. Further Assurances. Assignor further agrees, without further consideration, to cooperate with the Assignee and to execute and deliver, or cause to be executed and delivered, all such other instruments, including instruments of conveyance, assignment and transfer, and to take all such other actions as the Assignee may reasonably request from time to time, consistent with the terms of this Assignment and the Purchase Agreement, in order to effectuate the provisions and purposes of this Assignment and the transactions contemplated hereby and to permit Assignee to be duly recorded as the registered owner and proprietor of the rights hereby conveyed.

6. Severability. If any provision hereof shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, so long as the economic and legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to any party, such holding or action shall be strictly construed and shall not affect the validity or effect of any other provision hereof, as long as the remaining provisions, taken together, are sufficient to carry out the overall intentions of the parties as evidenced hereby.

7. Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

8. Electronic Signature. This Assignment may be executed by facsimile signature or by e-mail delivery of a “.pdf”, and a facsimile or “.pdf” signature shall constitute an original for all purposes.

[The remainder of this page is intentionally left blank.]

The undersigned have executed and delivered this Assignment of Purchased Intellectual Property to be effective as of the date first set forth above.

ASSIGNOR:

EVOLVING SYSTEMS, INC.

By: 

Name: BRIAN R. ERVINE

Title: EVP

ASSIGNEE:

NEUSTAR, INC.

By: _____

Name:

Title:

The undersigned have executed and delivered this Assignment of Purchased Intellectual Property to be effective as of the date first set forth above.

ASSIGNOR:

EVOLVING SYSTEMS, INC.

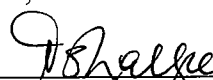
By: _____

Name:

Title:

ASSIGNEE:

NEUSTAR, INC.

By: 

Name: Paul S. Lalljie

Title: Senior Vice President,
Chief Financial Officer

EXHIBIT A

CERTAIN PURCHASED INTELLECTUAL PROPERTY

Registered Trademarks

COUNTRY	TMARK	APPNO	REGNO	STATUS	TTYPE	FILE	REG
US	ORDERPATH	75/217,683	2,196,447	REGISTERED	WORD MARK	12/23/1996	10/13/1998
US	NUMBERMANAGER	75/217,681	2,510,765	REGISTERED	WORD MARK	12/23/1996	11/20/2001
US	NUMERITRACK	78/065,370	2,673,290	REGISTERED	WORD MARK	5 /23/2001	1 /7 /2003
CA	ORDERPATH	848,670	TMA530,912	REGISTERED	WORD MARK	6 /20/1997	8 /9 /2000
CA	NUMBERMANAGER	848,672	TMA530,777	REGISTERED	WORD MARK	6 /20/1997	8 /7 /2000

Patents

Patent App. No.	Patent Name	Patent No.	Pat. Issue Date	Filing Date	Comment
08-906,751	Sys.+ Methods for Providing Order + Service Mediation	6169793	2-Jan-01	6-Aug-97	OrderPath and NumberManager
08-907,323	Sys.+ Methods for Providing Network Element Mgmt	6122362	19-Sep-00	6-Aug-97	NodeMaster
10-665,076	Test Harness for Enterprise App.	7337361	26-Feb-08	16-Sep-03	ServiceXpress
2-276,019 (Canadian)	Sys+ Methods for Providing Telecom Services	2276019	2-May-06	22-Dec-97	OrderPath and NumberManager
2-276,131 (Canadian)	Sys+ Methods for Managing + Provisioning Network Elements Associated with Number Portability	2276131	9-May-06	16-Dec-97	NodeMaster