

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
BigFoot Networks, Inc.		08/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Qualcomm Incorporated		
Street Address:	5775 Morehouse Drive		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3437157	KILLER K1	
Registration Number:	3552057	KILLER NIC	
Registration Number:	3756789	KILLER	
Registration Number:	3734910	KILLER XENO	
Registration Number:	3321214	LAGMETER	
Registration Number:	3455650	KILLER	
Registration Number:	3802011	B BIGFOOT NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	(202)857-6395		
Email:	mitchell.justine@arentfox.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:	N. Christopher Norton		
Address Line 1:	1050 Connecticut Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036-5339		

OP \$190.00 3437157

NAME OF SUBMITTER:	N. Christopher Norton
Signature:	/N. Christopher Norton/
Date:	11/04/2011
Total Attachments: 8 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif source=Trademark Assignment#page7.tif source=Trademark Assignment#page8.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “**Assignment**”), dated as of August 31, 2011 (the “**Effective Date**”), is made by BigFoot Networks, Inc., a Delaware corporation (“**Assignor**”), in favor of QUALCOMM Atheros, Inc., a Delaware corporation (“**Assignee**”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated August 31, 2011 (the “**Purchase Agreement**”), pursuant to which Assignor has agreed to sell, assign, transfer, convey, and deliver to Assignee all of Assignor’s right, title, and interest in and to certain assets, including, without limitation, the Assigned Trademarks (defined below);

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Assigned Trademarks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. Assignor hereby sells, assigns, transfers, conveys, and delivers to Assignee all of Assignor’s right, title and interest in, to and under the trademark registrations and trademark applications listed on Schedule A, and the goodwill associated therewith and symbolized thereby, including renewals therefor (collectively, the “**Assigned Trademarks**”), together with all rights to collect royalties, products and proceeds in connection with any of the foregoing, and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorney’s fees and expenses) or lost profits in connection therewith.

2. Recordation. Assignor hereby requests the United States Patent and Trademark Office Commissioner for Trademarks and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record Assignee as the assignee and owner of the Assigned Trademarks.

3. Information and Assistance.

3.1 Upon Assignee’s reasonable request and without further compensation, Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If Assignee is unable for any reason to secure Assignor’s signature to any document required to file, prosecute, register or memorialize the assignment of any rights under any Assigned Trademarks as provided under this Assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee’s duly authorized officers and agents as

Assignor's agents and attorneys-in-fact to act for and on Assignor's behalf and instead of Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under such Assigned Trademarks, all with the same legal force and effect as if executed by Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and such permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed in two or more consecutive counterparts (including by facsimile), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall become effective when one or more counterparts have been signed by each party and delivered (by facsimile or otherwise) to the other party.

6. Section Headings. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Purchase Agreement Controls. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignors and Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge or affect the rights of any person under the Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Purchase Agreement, the Purchase Agreement shall control.

8. Governing Law. This Assignment and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Assignment or the negotiation, execution or performance of this Assignment shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

BIGFOOT NETWORKS, INC.

By: Michael Hance
Name: Michael Hance
Title: CEO & President

Acknowledged and Accepted:

ASSIGNEE:

QUALCOMM Atheros, INC.

By: _____
Name:
Title:

WITNESSES:

Name:
Title:

Name:
Title:

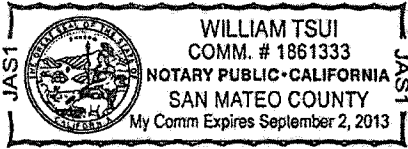
[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

NOTARIAL CERTIFICATE

UNITED STATES OF AMERICA)
STATE OF California : ss.:
CITY/COUNTY OF San Mateo)

I, William Tsui, the undersigned Notary Public do hereby certify
that Michael Howse, as _____ of
_____, a _____, who signed the foregoing Assignment document, was authorized on the
31st day of August 2011, to execute the foregoing Assignment document on behalf of _____, and to
me acknowledged that he/she did sign the said document.


Notary Public



IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed, effective as of the Effective Date.

ASSIGNOR:

BIGFOOT NETWORKS, INC.

By: _____
Name:
Title:

Acknowledged and Accepted:

ASSIGNEE:

QUALCOMM Atheros, INC.

By: Adam H. Tachner
Name:
Title: Adam H. Tachner
V.P. & General Counsel

WITNESSES:

Larissa Cochran
Name: Larissa Cochran
Title: Legal Counsel, Senior

Jayice E. Baker
Name: JAYICE E. BAKER
Title: LEGAL ASSISTANT

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara }

On 8/30/11

Date

before me, JANICE E. BAKER, Notary Public

Here Insert Name and Title of the Officer

personally appeared ADAM H. TACHNER

Name(s) of Signer(s)

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 upon behalf of which the person(s) acted, executed the instrument.

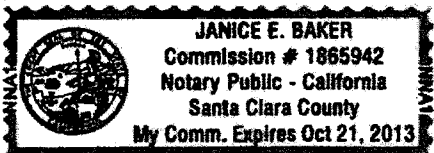
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janice E. Baker

Signature of Notary Public

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Judgment Assignment

Document Date: 8/31/11

Number of Pages: 4

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

SCHEDULE A TO TRADEMARK ASSIGNMENT

Our File Ref.	Country	Mark	App. No. Reg. No.	App. Date Reg. Date	Status
069617-0386606	Brazil	KILLER	830686126	07-20-2010	Published; awaiting next action from the Brazilian Trademark Office.
069617-0386607	Canada	KILLER	1481415	05-17-2010	Published June 8, 2011 for 60-day opposition period; if no oppositions are filed the application will proceed to registration upon payment of registration fee.
069617-0386610	China	KILLER	8481140	07-15-2010	Pending; due to the backlog in the Chinese Trademark Office examination is not expected until 2013.
069617-0386598	European Community (CTM)	KILLER	009250961	07-15-2010	Published; Application opposed by Universal Music-MGB NA LLC based on its CTM Reg. for KILLER TRACKS ; the opponent has been contacted for possible agreement to limit description of goods for the CTM application for KILLER ; we are awaiting a response.
069617-0386604	Mexico	KILLER	1161804	05-31-2010	Registered – First Renewal Due <u>May 19, 2020.</u>
069617-0386609	Switzerland	KILLER	54918/2010	05-17-2010	Registered ; First Renewal Due <u>December 17, 2020.</u>
069617-0392645	USA	KILLER K1	77/105,689 3,437,157	02-12-2007 05-27-2008	Registered ; Affidavit of Use due by <u>May 27, 2014.</u>
069617-0392639	USA	KILLER NIC	78/891,511 3,552,057	05-24-2006 12-23-2008	Registered ; Affidavit of Use de by <u>December 23, 2014.</u>

Our File Ref.	Country	Mark	App. No. Reg. No.	App. Date Reg. Date	Status
069617-0392643	USA	KILLER Stylized	77/669,951 3,756,789	02-13-2009 03-09-2010	Registered; Affidavit of Use due by <u>March 9, 2016.</u>
069617-0392644	USA	KILLER XENO	77/527,865 3,734,910	07-22-2008 01-05-2010	Registered; Affidavit of Use due by <u>January 6, 2016.</u>
069617-0392641	USA	LAGMETER	78/818,983 3,321,214	02-20-2006 10-23-2007	Registered; Affidavit of Use due by <u>October 23, 2013.</u>
069617-0392640	USA	KILLER	78/900,569 3,455,650	06-05-2006 06-24-2008	Registered; Affidavit of Use due by <u>June 24, 2014.</u>
069617-0392642	USA	BIGFOOT NETWORKS & DESIGN	77/732,680 3,802,011	05-08-2009 06-15-2010	Registered, Affidavit of Use due by <u>June 15, 2016.</u>