

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LICENSE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BOUYGUES		12/09/2009	Public Limited Company (SA): FRANCE
RECEIVING PARTY DATA			
Name:	BOUYGUES TELECOM		
Street Address:	32, avenue Hoche		
City:	75008 Paris		
State/Country:	FRANCE		
Entity Type:	Public Limited Company (SA): FRANCE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	75331863	BOUYGUES TELECOM	
CORRESPONDENCE DATA			
Fax Number:	7032436410		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	703-465-5355		
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ATTORNEY DOCKET NUMBER:	CREG-0100-X		
DOMESTIC REPRESENTATIVE			
Name:	Jeffrey Smith, Esq of Millen & White, PC		
Address Line 1:	2200 Clarendon Boulevard		

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NAME OF SUBMITTER:	Jeffrey A. Smith
Signature:	/jas/
Date:	04/23/2012

Total Attachments: 8
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EXTRACTS

TRADEMARK LICENCE AGREEMENT BOUYGUES TELECOM, BOUYGNET AND BOUYGTEL

Between

BOUYGUES, a French public limited company (SA) with share capital of €353,915,679, registered in the Paris Trade and Companies Register under number 572 015 246 and whose registered office is situated at 32 avenue Hoche, 75008 Paris, represented by Jean-François GUILLEMIN, Group General Secretary,

hereinafter "BOUYGUES" or the "Licensor",
for the first part,

And

BOUYGUES TELECOM, a French public limited company (SA) with share capital of €616,661,789.28, registered in the Paris Trade and Companies Register under number 397 480 930 and whose registered office is situated at 32 avenue Hoche, 75008 Paris, represented by Olivier ROUSSAT, Managing Director,

hereinafter "BOUYGUES TELECOM" or the "Licensee",
for the second part,

Hereinafter referred to together as "the Parties" and individually as "the Party".

THE FOLLOWING HAS BEEN PREVIOUSLY SET OUT:

The Licensor has registered the trademarks BOUYGUES TELECOM (hereinafter the "BOUYGUES TELECOM" trademarks), BOUYGNET (hereinafter the "BOUYGNET" trademarks) and BOUYGTEL (hereinafter the "BOUYGTEL" trademark) in France and in certain foreign countries as set out in Appendix 1 (these trademarks being collectively referred to as the "Trademarks").

Since the Licensee wants to use the Trademarks to market its telecommunications products and services, the Licensor and the Licensee have signed for the BOUYGUES TELECOM trademark, the BOUYGNET trademark and the BOUYGTEL trademark, licence agreements dated 9 July 1996, 10 September 2001 and 20 October 1997 respectively.

As these licence agreements expire on 8 December 2009, the Parties have come together to determine the conditions of a new licence agreement for the said Trademarks.

Furthermore, on 24 January 2002, BOUYGUES TELECOM registered the figurative trademark reproduced in Appendix 3 (hereinafter the "Logo"), registered at the INPI trademark offices under number 02 3 143 406 for the products and services in classes 9, 35, 38, 41 and 42 of the International Trademark Classification.

BOUYGUES TELECOM wants to register, under its name, the semi-figurative trademarks, a copy of which is in Appendix 4, which include both the BOUYGUES TELECOM name and the Logo (hereinafter the "Semi-Figurative Trademarks").

Taking into account the prior right which forms the registered trademark of BOUYGUES TELECOM compared to the Semi-Figurative Trademarks, BOUYGUES TELECOM has sought from BOUYGUES authorisation to register the Semi-Figurative Trademarks.

Lastly, BOUYGUES TELECOM has reserved, at its expense, domain names, listed in Appendix 5, using all or part of the Trademarks.

BOUYGUES TELECOM has sought from BOUYGUES ratification of these reservations and authorisation to reserve and renew such domain names in the future.

The Boards of the Licensor and the Licensee approved, by deliberations on 1 December 2009 and 26 November 2009 respectively, the provisions of this licence agreement (hereinafter the "Agreement").

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1 – DEFINITIONS

"Roaming Agreement" means the agreements concluded between the Licensee and Foreign Operators to ensure the Licensee's customers have an uninterrupted service wherever they are.

"Article" means the articles of this Agreement.

"Distributors" means the distributors approved by the Licensee to market its mobile phone telecommunications, fixed-line telecommunications, Internet and television services in France.

"Subsidiaries" means the Licensee's subsidiaries pursuant to Article L233-1 of the French Commercial Code.

"Domain names" means the domain names using all or part of the Trademarks reserved by BOUYGUES TELECOM under its name and listed in Appendix 5 as well as those which will be reserved and renewed by BOUYGUES TELECOM under its name.

"Foreign Operators" means the foreign telecommunications operators with which BOUYGUES TELECOM signs Roaming Agreements.

"Service Providers" means the different service providers with which the Licensee has signed a partnership agreement enabling it to offer its customers a wider range of services as part of its package of products and services in France.

ARTICLE 2 – OBJECT

The Licensor grants, through this agreement, to the Licensee who accepts, under the conditions set out below:

- exclusive licences to use the BOUYGUES TELECOM trademarks as listed in Appendix 1, for all of the mobile phone telecommunications, internet and fixed-line services and products, as well as for all related products and services (including multimedia, television, internet and the intranet) in France and in the territories set out in Appendix 2;
- an exclusive licence to use the BOUYGTEL trademark as listed in Appendix 1, for all of the mobile phone telecommunications, internet and fixed-line products and services, as well as for all related products and services (including multimedia, television, internet and the intranet) in France;
- a non-exclusive licence to use the BOUYGNET trademarks as listed in Appendix 1, for all of the mobile phone telecommunications, internet and fixed-line products and services, as well as for all related products and services (including multimedia, television, internet and the intranet) in France and in the European Union;
- an exclusive right to use the BOUYGUES TELECOM company name and the BOUYGUES TELECOM trade name for all of the mobile phone telecommunications, internet and fixed-line products and services, as well as for all related products and services (including multimedia, television, internet and the intranet);

hereinafter collectively referred to as the "Licensed Rights".

As required, it is hereby specified that the exclusive right to use the BOUYGUES TELECOM trademarks granted to the Licensee in the territories set out in Appendix 2 only concern use of the BOUYGUES TELECOM trademarks solely for the purposes of granting sub-licences to Foreign Operators, under the Roaming Agreements.

ARTICLE 3 – TERRITORY

3.1 The Licensed Rights are granted by the Licensor and accepted by the Licensee for the French territory (including the Principalities of Monaco and Andorra), it being specified that (i) the BOUYGUES TELECOM trademarks are, furthermore, licensed for all of the territories stated in Appendix 2 and (ii) the BOUYGNET trademarks are, in addition, licensed for all of the territories of the European Union.

3.2 Each of the Licensed Rights can, where applicable, be extended to other territories, after the Licensor registers the corresponding trademarks in the said territories, subject, however, to the absence of prior rights belonging to third parties regarding the said trademarks.

3.3 The Parties already agree that the said list can be extended to all countries other than those stated in Appendix 2 under the conditions herein, on written request of the Licensee, which the Licensor cannot refuse without good cause (good cause could be, for example, the existence of a competing registration, or a refusal to register the trademark, etc).

ARTICLE 9 – NON-EXCLUSIVITY OF THE BOUYGNET TRADEMARK LICENCE

9.1 The BOUYGNET trademark licence is granted, without prejudice to the Licensor's right to use the BOUYGNET trademark itself or to grant licences for BOUYGNET trademarks to its other subsidiaries and/or joint ventures controlled by BOUYGUES pursuant to Article L233-3 of the French Commercial Code, particularly for all multimedia, internet and intranet products and services in France.

9.2 The Licensor hereby agrees to notify the Licensee prior to any plan to grant a licence for the BOUYGNET trademark to one of its aforementioned subsidiaries and/or joint ventures.

ARTICLE 14 – TERM

14.1 Commencement

This Agreement shall commence on 9 December 2009 and will remain in force as long as the Licensee has a right to use one of the Distinguishing Marks pursuant to Articles 14.2 and 14.3.

14.2 Use of the company name BOUYGUES TELECOM

14.2.1 The Licensee has the right to use, free of charge, the company name BOUYGUES TELECOM as long as the Licensor controls the Licensee pursuant to Article L233-3 of the French Commercial Code, for a term expiring at the latest on the expiry date of the authorisation resulting from ARCEP decision number 2009-0838 of 5 November 2009, entering into force on 9 December 2009 and renewing BOUYGUES TELECOM's authorisation to use the 900 and 1800 MHz frequency bands (hereinafter the "Decision"), i.e. on 8 December 2024 at the latest.

14.2.2 In the event that the Licensor no longer controls the Licensee pursuant to Article L233-3 of the French Commercial Code, the Licensee will have the right to retain the company name BOUYGUES TELECOM free of charge for a maximum term of one (1) year from the date the Licensor no longer controls the Licensee.

14.3 Use of the Trademarks and trade name

14.3.1 The user licences for the Trademarks in France, the BOUYGUES TELECOM trademarks in the territories stated in Appendix 2 and the user right for the trade name BOUYGUES TELECOM in France are granted for a term running from the commencement of this Agreement and expiring at the latest on the expiry date of the authorisation granted to the Licensee, such as results from the Decision, i.e. on 8 December 2024.

14.3.2 In the event that the Licensee is no longer controlled by the Licensor pursuant to Article L233-3 of the French Commercial Code, the Licensee can continue to use the Trademarks in France, the BOUYGUES TELECOM trademarks in the territories stated in Appendix 2 and the BOUYGNET trademarks in the European Union territories and use the trade name BOUYGUES TELECOM in France for a maximum term of twelve (12) months from the date on which the Licensee is no longer controlled by the Licensor, and this for the sole purpose of enabling the Licensee to find a replacement trademark and a replacement trade name for the marketing of its products and services. During this transitional period of twelve (12) months, the fee stated in Article 6 above will continue to be due.

14.3.3 Nevertheless the Parties agree, that in the event the Board of Directors of the Licensee decides to cease using the BOUYGUES TELECOM trademarks in France or in one of the territories stated in Appendix 2 and/or the trade name in France, or in the event of the actual cessation principally of use of the BOUYGUES TELECOM trademarks in France or in one of

the territories stated in Appendix 2 and/or the trade name BOUYGUES TELECOM in France, the licence for the BOUYGUES TELECOM trademark in the territory where it is no longer used by the Licensee or the right to use the trade name BOUYGUES TELECOM in France will be, according to the case, terminated as of right, without notice.

14.4 Use of the Semi-Figurative Trademarks

14.4.1 Authorisation to use the Semi-Figurative Trademarks is granted for the same term as the right to use the Trademarks and to use the trade name BOUYGUES TELECOM under application of Article 14.3.

14.4.2 In the event of expiry or cessation for any reason whatsoever of the right to use the Trademarks and to use the trade name BOUYGUES TELECOM, the Licensee will no longer be able to use the Semi-Figurative Trademarks, but it will retain, nevertheless, the right to use the Logo which remains the property of the Licensee.

14.5 Use of the Domain Names

14.5.1 The right to use the Domain Names is granted for the same term as the right to use the Trademarks and to use the trade name BOUYGUES TELECOM pursuant to Article 14.3.

14.5.2 In the event of expiry or cessation for any reason whatsoever of the right to use the Trademarks and to use the trade name BOUYGUES TELECOM, the Licensee will transfer the ownership of the Domain Names to the Licensor as soon as possible. To this end, the Licensee agrees to complete all formalities required and to sign all documents to carry out the said transfers of the domain names to the Licensor.

14.6 The Parties agree to consult each other in good faith at least six (6) months before expiry of the Agreement with a view to renewing the said Agreement.

14.7 The Parties agree that the rights and obligations set out in Articles 12, 13, 14, 15 and 18 will remain in force when this Agreement expires, for whatever reason.

- on any use by the Licensee of the Trademarks and the trade name BOUYGUES TELECOM, subject to the interim provisions stipulated in Article 15.5, and

ARTICLE 19 – FORMALITIES

19.1 The Licensor agrees, from when this Agreement is signed, to complete all the formalities to register this Licence Agreement in the INPI's National Trademark Register and the National Trademark Register established in each of the territories stated in Appendix 2.

19.2 It is agreed that the costs relating to the formalities stated in Article 19.1 (including the costs for reproducing and translating documents) will be fully paid by the Licensee, which is obligated to do so.

This Agreement is drawn up in three (3) original copies including one (1) for registration with the INPI.

Drawn up in Paris on 9 December 2009.

[signature]
BOUYGUES
Jean-François GUILLEMIN
Group General Secretary

[signature]
BOUYGUES TELECOM
Olivier ROUSSAT
Managing Director

APPENDIX

Trademark	N°+Class	Date of Register	Expiration
BOUYGUES TELECOM	75:331 863 9-7-38	28.07.1997	20.07.2019



SOCIÉTÉ DE TRADUCTION

Téléphone: +33 1 46 04 66 00
Fax: +33 1 46 04 76 15
Email: contact@technicis.fr

TRANSLATION VERIFICATION CERTIFICATE

I, Denise HORAN, o/o TECHNICIS, 59/60 quai Alphonse Le Gallo - 92100 BOULOGNE-BILLANCOURT, do solemnly and sincerely declare that I am conversant with the French and English language and am a competent translator thereof, and that to the best of my knowledge and belief the following is a true and correct translation of the document entitled CANON MFP CHAZELLES_EXCHANGE_20062011-165052.pdf

Date: 26/05/2011

Signature:

SAS TECHNICIS
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SIRET: 434 975 322 00034

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TRADEMARK