

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Peregrine Network, Inc.		04/04/2012	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: 1			
Property Type	Number	Word Mark	
Registration Number:	3687483	PAY AS YOU ROAM	
CORRESPONDENCE DATA			
Fax Number:	4156932222		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4156932440		
Email:	crhem@cooley.com		
Correspondent Name:	Cooley LLP		
Address Line 1:	101 California Street, 5th Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	175039-1027 PEREGRINE		
NAME OF SUBMITTER:	C. Rhem		
Signature:	/CR/		
Date:	06/13/2012		

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Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is delivered in connection with the Closing under that certain Peaceful Foreclosure Agreement (the "Agreement") dated as of [4/4], 2012, between QUALCOMM Incorporated (the "Secured Party") and Peregrine Network, Inc., a Delaware corporation (the "Company"). Capitalized terms used in this Assignment have the same meanings given to them in the Agreement.

The Company is delivering this Assignment executed by it to enable the Secured Party to file it with any appropriate governmental body to indicate ownership of registered intellectual property included in the Accepted Assets and described below and for the other purposes set forth in this instrument. This instrument supplements and is in addition to all other rights of the Purchaser under the Agreement and other instruments of transfer delivered in connection with the Agreement.

By signing and delivering this Assignment, the Company confirms, pursuant to foreclosure by the Secured Party, the transfer and delivery to, and acceptance by, Secured Party of the Accepted Assets, including, without limitation, all of the Company's right, title, and interest in and to:

(a) the registered trademarks and applications for registration of trademarks specifically listed in Annex A to this Trademark Assignment; and

(b) the following properties and rights with respect to all trademarks and applications so listed in Annex A:

(1) all goodwill associated with the business related to the trademarks together with all rights to use, license and otherwise exploit the trademarks;

(2) any and all registered trademarks and trademark applications of the United States that have been or may be granted or filed, respectively, with respect to such trademarks;

(3) all foreign trademarks that may claim priority based on and correspond to the trademarks listed in Annex A;

(4) all income, royalties, damages, and payments hereafter due or payable to the Company with respect to the trademarks, including without limitation unpaid damages and payments for past, present, and future infringements of any trademark;

(5) all rights in and under the trademarks to the fullest extent allowed by law as fully as the Company would have held the same in the absence of this assignment; and

(6) all rights to sue and recover damages and payments for past, present, and future infringements or dilution of any of the trademarks, including the right to fully and entirely replace the Company in all related matters.

This assignment is made in connection with the sale of the entire business to which the trademarks relate. As of the date set forth below, the Purchaser has succeeded to all right, title, and standing of the Company to receive all rights and benefits pertaining to the trademarks and



related rights described above, and to commence, prosecute, defend and settle all claims and take all actions that the Purchaser, in its sole discretion, may elect in relation to the trademarks described above. This Assignment (a) is irrevocable and effective upon the Company's signature to and delivery of a manually signed copy of this instrument or facsimile or email transmission of the signature to this instrument in connection with the Closing, if and only if the Closing is completed, and (b) binds the Company and its successors and assignees.

[Signature page follows]

The undersigned has executed and delivered this Trademark Assignment on the date first written above.

COMPANY:

PEREGRINE NETWORK, INC.

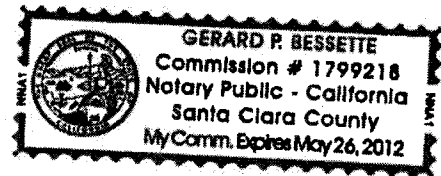
By: [Signature]
Name: JOHN D HENDRICK
Title: CHAIRMAN

State of California)
County of) Alameda)

On 4-3-12 before me, Gerard Besette Notary Public
personally appeared John Hendrick
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: [Signature] (Seal)



GERARD P. BESSETTE
Commission # 1799218
Notary Public - California
Santa Clara County
My Comm. Expires May 26, 2012

ANNEX A TO TRADEMARK ASSIGNMENT

1. US Trademark #: 3,687,483

Reg. Date: 09/22/2009

Mark: PAY AS YOU ROAM

1262733 v1/SF



RECORDED: 06/13/2012

**TRADEMARK
REEL: 004800 FRAME: 0590**