

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310702

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Extreme Broadband Engineering LLC		06/16/2014	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Times Fiber Communications, Inc.		
<b>Street Address:</b>	358 Hall Avenue		
<b>City:</b>	Wallingford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06492		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4486462	GATEWAY	
<b>Registration Number:</b>	4486461		
<b>Registration Number:</b>	4479134	INPUT	
<b>Registration Number:</b>	4476299	MOCA	
<b>Registration Number:</b>	4464152		
<b>Registration Number:</b>	3037339	EXTREME BROADBAND ENGINEERING	
<b>Registration Number:</b>	3621115		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027725858		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2027725800		
<b>Email:</b>	trademarks@blankrome.com		
<b>Correspondent Name:</b>	Susan B. Flohr c/o Blank Rome LLP		
<b>Address Line 1:</b>	600 New Hampshire Ave., N.W.		
<b>Address Line 4:</b>	Washington, D.C. 20037		
<b>ATTORNEY DOCKET NUMBER:</b>	111429.00268		
<b>NAME OF SUBMITTER:</b>	Susan B. Flohr		
<b>SIGNATURE:</b>	/sbf/		

OP \$190.00 4486462

<b>DATE SIGNED:</b>	07/15/2014
<b>Total Attachments: 4</b> source=Extreme Broadband to Times Fiber assmt#page1.tif source=Extreme Broadband to Times Fiber assmt#page2.tif source=Extreme Broadband to Times Fiber assmt#page3.tif source=Extreme Broadband to Times Fiber assmt#page4.tif	

## TRADE NAME AND TRADEMARK ASSIGNMENT

This Trade Name and Trademark Assignment (the "Assignment"), dated as of June 16, 2014 (the "Effective Date"), is made by and between Extreme Broadband Engineering L.L.C., a limited liability company duly organized under and pursuant to the laws of the state of New Jersey and having a principal address at Gedi Corporate Park, 490 Highway 33 West, Millstone Township, New Jersey 08535-8114 (the "Assignor"), and Times Fiber Communications, Inc., a corporation duly organized under and pursuant to the laws of the state of Delaware and having a principal address at 358 Hall Avenue, Wallingford, Connecticut 06492 (the "Assignee"). This Assignment is made pursuant to and in confirmation of the assignments of trade name and trademark rights as set forth in the Asset Purchase and Sale Agreement dated as June 16, 2014 by and between Assignor and Assignee (the "Asset Purchase and Sale Agreement").

WHEREAS, Assignor owns all right, title and interest in and to the trade names and trademarks as attached hereto as Schedule A (collectively the "Assigned Marks"); and

WHEREAS, Assignor delivers this Assignment to Assignee pursuant to the Asset Purchase and Sale Agreement.

NOW, THEREFORE, effective as of the Effective Date, and for the consideration set forth in the Asset Purchase and Sale Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably grants, sells, assigns, transfers, conveys and delivers, free of all encumbrances, and as applicable confirms the irrevocable sale, assignment, transfer, conveyance and delivery, free of all encumbrances, to Assignee, and Assignee agrees to accept, all of Assignor's rights, title and interest in and to the Assigned Marks in the United States and worldwide, together with the goodwill of the business symbolized by the Assigned Marks and any applications and/or registrations therefor, and the right to assert the Assigned Marks and all present and future causes of action, the right to enforce any and all rights in the Assigned Marks, to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, royalties, profits, settlements, and other awards by reason of any past, present or future infringement, and claims for damages and proceeds therefor including without limitation license royalties and all other related causes of action, and the right to sue therefor throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

2. The Assigned Marks are to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

3. Assignor hereby authorizes the United States Patent and Trademark Office and any other governmental agencies having jurisdiction over the Assigned Marks to identify

Assignee as the owner of all applications and registrations issuing from any applications pending related to the Assigned Marks. Assignor further hereby authorizes the United States Patent and Trademark Office and any trademark office in any and all foreign countries to issue any and all registrations related to the Assigned Marks to Assignee as the assignee of Assignor's entire right, title and interest in and to the same.

4. As may be requested by Assignee or its designee or other legal representative from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee's successors, assigns, designees, nominees or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the assignment of the Assigned Marks and (ii) secure Assignee's rights in the Assigned Marks including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems necessary to assign and convey to Assignee, or Assignee's successors, assignees, designees, nominees or other legal representative, all right, title and interest in and to the Assigned Marks.

5. This Assignment may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Assignment.

6. No provision of this Assignment may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all the parties.

[SIGNATURE PAGE FOLLOWS]



SCHEDULE A  
TO  
TRADE NAME AND TRADEMARK ASSIGNMENT

<u>Registration No.</u>	<u>Mark Drawing Code</u>	<u>Filing Date</u>
1. 4486462	(3) Design Plus Words, Letters, And/Or Numbers	May 23, 2013
2. 4486461	(2) Design Only	May 23, 2013
3. 4479134	(3) Design Plus Words, Letters, And/Or Numbers	May 23, 2013
4. 4476299	(3) Design Plus Words, Letters, And/Or Numbers	May 23, 2013
5. 4464152	(2) Design Only	May 23, 2013
6. 3037339	(4) Standard Character Mark [Extreme Broadband Engineering]	September 15, 2004
7. 3621115	(2) Design Only	May 12, 2009