

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM735596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Juniper Networks, Inc.		03/22/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Aurrion, Inc.		
Street Address:	6868 Cortona Drive, Suite C		
City:	Goleta		
State/Country:	CALIFORNIA		
Postal Code:	93117		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90823544	ZPIRECAL	
Serial Number:	90823594	ZPIRECAL	
CORRESPONDENCE DATA			
Fax Number:	2026725399		
<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>			
Phone:	202-672-5300		
Email:	IPDocketing@foley.com		
Correspondent Name:	Katherine P. Califa		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	3000 K Street, N.W., Sixth Floor		
Address Line 4:	Washington, D.C. 20007		
NAME OF SUBMITTER:	Katherine P. Califa		
SIGNATURE:	/Katherine P. Califa/		
DATE SIGNED:	06/17/2022		
Total Attachments: 5			
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OP \$65.00 90823544

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment"), dated as of March 22, 2022, is entered into by and between Juniper Networks, Inc., a Delaware corporation ("Assignor"), and Aurrion, Inc., a Delaware corporation ("Assignee" and together with Assignor, the "Parties"). Except as otherwise defined herein, capitalized terms used in this Assignment shall have the meanings ascribed to them in the Contribution Agreement dated March 22, 2022 by and between Assignee and Assignor (the "Contribution Agreement").

WHEREAS, Assignor has ownership of all right, title, interest, and goodwill in and to the registered trademarks and applications for trademark registration listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, pursuant to the Contribution Agreement, Assignor has agreed to assign, sell and transfer Assignors' entire right, title, and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and in the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Assignor hereby irrevocably assigns, sells, transfers, and conveys to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with:
 - (A) the goodwill associated with the Trademarks and/or of the business symbolized by and associated with the Trademarks; provided that, with respect to the United States intent-to-use trademark applications, the transfer of such applications accompanies, pursuant to the Contribution Agreement, the transfer of Assignor's business, or that portion of the business to which the trademark pertains, and that the business is ongoing and existing;
 - (B) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including common law rights;
 - (C) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing;
 - (D) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to use for such legal and equitable relief and to collect, or otherwise recover, any such damages in Assignee's own name; and
 - (E) all rights subsisting in the Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.
2. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required and also reasonably requested by Assignee to effect the terms of this Assignment. Assignor does further consent to the recordation of this Assignment with any governmental agency. Assignor authorizes the Commissioner for Trademarks of the United States Patent and Trademark

Office and any other national, federal, and state government officials to record and register this Assignment upon request by Assignee.

3. Assignor and Assignee intend to treat and report any transfer, conveyance, and assignment of any rights in the Trademarks from Assignor to Assignee pursuant to this Assignment as a transfer pursuant to Section 351 and/or Section 118 of the Internal Revenue Code of 1986, as amended (the "Code"), and none of the Parties shall take any position on any tax return which is inconsistent with such intentions unless otherwise required by law following a determination (as defined in Section 1313 of the Code). In the event that any taxing authority challenges any position of any Party taken on a tax return with respect to which the intentions of the Parties is described in this Section 3, such Party shall notify the other Party of the same and keep the other Party reasonably informed of the progress and resolution of such challenge. To the extent a final determination is reached pursuant to this Section 3 that is inconsistent with the Parties intent as described in the first sentence of this Section 3, the Parties agree to amend tax returns as required to reflect the final determination. Notwithstanding any other provision to the contrary, none of the Parties is making any representations or warranties to any other Party hereunder as to the tax consequences of any of the transactions described in this Assignment, and/or with respect to any of the tax attributes relating to any of the assets or rights described herein.
4. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice of law or conflict of laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.
5. Assignor shall, at the cost and expense of Assignee, reasonably cooperate in any actions necessary for Assignee to prosecute, renew or register its rights, title and interests in and to the Trademarks, including United States and foreign registrations, and reasonably cooperate in any actions brought to enforce the rights accompanying this Assignment against third parties.
6. This Assignment may be executed in counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Assignment and of signature pages by facsimile or electronic (PDF) counterpart signatures shall be acceptable and binding. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Assignment. The words "include", "including" and variations thereof will be deemed to be followed by the words "without limitation". The use of "or" will not be deemed to be exclusive.
7. This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Contribution Agreement. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the Contribution Agreement. In the event of any conflict or inconsistency between the terms of the Contribution Agreement and the terms hereof, the terms of the Contribution Agreement shall control.

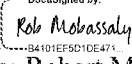
* * * *

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Trademarks to be executed as of the date first written above.

ASSIGNOR:
Juniper Networks, Inc.

ASSIGNEE:
Aurrion, Inc.

By:  _____
Name: Robert Mobassaly
Its: Senior Vice President and General Counsel

By: _____
Name: Thomas Mader
Its: President

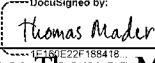
[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

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Name: Robert Mobassaly
Its: Senior Vice President and General Counsel

By:  _____
Name: Thomas Mader
Its: President

[SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS]

TRADEMARK
REEL: 007756 FRAME: 0527

SCHEDULE A

Trademarks

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Serial Number	Filing Date
ZPIRECAL (Class 9)	USA	Pending; third parties may oppose by March 17, 2022	90823544	July 12, 2021
ZPIRECAL (Class 42)	USA	Pending; third parties may oppose by March 17, 2022	90823594	July 12, 2021
ZPIRECAL (Classes 9 and 42)	International Bureau	Pending, not yet examined	A0117354	December 15, 2021
ZIPRECAL (Class 9)	Taiwan	Pending, not yet examined	111001714	January 10, 2022
ZIPRECAL (Class 42)	Taiwan	Pending, not yet examined	111001715	January 10, 2022