

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2596668

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NETWORK SOLUTIONS, INC.	12/31/2002
RECEIVING PARTY DATA	
Name:	VERISIGN REGISTRY SERVICES, INC.
Street Address:	21345 RIDGETOP CIRCLE
City:	DULLES
State/Country:	VIRGINIA
Postal Code:	20166
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7299299
CORRESPONDENCE DATA	
Fax Number:	(703)997-4905
Phone:	703-917-0000
Email:	DOCKETING@mh2law.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	MH2 TECHNOLOGY LAW GROUP LLP
Address Line 1:	1951 KIDWELL DRIVE
Address Line 2:	SUITE 550
Address Line 4:	TYSONS CORNER, VIRGINIA 22182
ATTORNEY DOCKET NUMBER:	VERISIGN US 7,299,299
NAME OF SUBMITTER:	WILLIAM J. BROGAN
Signature:	/William J. Brogan/
Date:	10/30/2013

OP \$40.00 7299299

**Total Attachments: 6**

source=2-ContributionAgreement-NSI\_to\_VIS\_10-30-13#page1.tif

source=2-ContributionAgreement-NSI\_to\_VIS\_10-30-13#page2.tif

source=2-ContributionAgreement-NSI\_to\_VIS\_10-30-13#page3.tif

source=2-ContributionAgreement-NSI\_to\_VIS\_10-30-13#page4.tif

source=2-ContributionAgreement-NSI\_to\_VIS\_10-30-13#page5.tif

source=2-ContributionAgreement-NSI\_to\_VIS\_10-30-13#page6.tif

## CONTRIBUTION AGREEMENT

This Contribution Agreement ("**Agreement**") is made and entered into this 31<sup>st</sup> day of December, 2002 ("**Effective Date**"), by and between VeriSign, Inc., a Delaware corporation with its principal office at Mountain View, California ("**VeriSign**"), Network Solutions, Inc., a Delaware corporation and wholly-owned subsidiary of VeriSign with its principal office at Dulles, Virginia ("**NSI**") and VeriSign Registry Services, Inc., a Delaware corporation and wholly-owned subsidiary of VeriSign with its principal office at Dulles, Virginia ("**VRS**").

### RECITALS

WHEREAS, VeriSign has caused the formation of VRS; and

WHEREAS, VeriSign and VRS will enter into a Corporate Services Agreement of even date herewith; and

WHEREAS, subject to the terms and conditions of this Agreement, VeriSign desires to transfer, contribute, or assign to VRS certain assets, rights, and interests of VeriSign, and VRS desires to accept such transfer, contribution, or assignment, all as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which each party hereby acknowledges, the parties agree as follows:

#### 1. TRANSFERS OF ASSETS

1.1 Transferred VeriSign Assets. On the terms and subject to the conditions set forth in this Agreement, VeriSign hereby conveys, transfers, contributes, assigns and delivers to VRS, and VRS hereby accepts from VeriSign, all of the following assets, properties, rights, interests, and claims of VeriSign (collectively, the "**Transferred VeriSign Assets**"):

1.1.1 all of VeriSign's rights under each and every Registry-Registrar Agreement, Registrar License and Agreement, and Zone File Access Agreement that is currently in effect between VeriSign or NSI and a third party ("**Registry Business Agreements**");

1.1.2 the Cash Contribution, payable in the amounts and at the times determined in accordance with Section 1.2;

1.1.3 the right to use the names "VRS" and "VeriSign," as provided in Section 1.3;

1.1.4 all right, title, and interest in and to the Registry Database (as defined in the .com and .net Registry Agreements between VeriSign and ICANN

dated May 25, 2001) and the associated hardware on which the Registry Database resides;

1.1.5 all of the Intellectual Property (as defined below) used in the Registry Business (as defined below). ***“Intellectual Property”*** means, collectively, all worldwide industrial and intellectual property rights, including patents, patent applications, patent rights, trademarks, trademark registrations and applications therefor, trade dress rights, trade names, service marks, service mark registrations and applications therefor, Internet domain names, Internet and World Wide Web URLs or addresses, copyrights, copyright registrations and applications therefor, mask work rights, mask work registrations and applications therefor, franchises, licenses, inventions, trade secrets, know-how, customer lists, supplier lists, proprietary processes and formulae, technology, software source code and object code, algorithms, net lists, architectures, structures, screen displays, photographs, images, layouts, development tools, designs, blueprints, specifications, technical drawings (or similar information in electronic format) and all documentation and media constituting, describing or relating to the foregoing, including manuals, programmers’ notes, memoranda and records. ***“Registry Business”*** means, the business of providing registry services and domain system support, including, but not limited to, maintaining master directories of second-level domains for various top-level domains and the “shared registration system;” and

1.1.6 all of the other Assets used by VeriSign in the Registry Business, including, but not limited to, those assets set forth on Schedule 1 hereto.

1.2 Transferred NSI Assets. On the terms and subject to the conditions set forth in this Agreement, NSI hereby conveys, transfers, contributes, assigns and delivers to VRS, and VRS hereby accepts from NSI, all of the following assets, properties, rights, interests, and claims of NSI (collectively, the ***“Transferred NSI Assets”*** and together with the Transferred VeriSign Assets, the ***“Transferred Assets”***):

1.2.1 all of the Intellectual Property used in the Registry Business; and

1.2.2 all of the other Assets used by NSI in the Registry Business, including, but not limited to, those assets set forth on Schedule 2 hereto.

1.3 Cash Contribution. VeriSign shall make a cash contribution to VRS (***“Cash Contribution”***) in the amount of [\_\_\_\_\_] on or before [date].

1.4 Use of Names.

1.4.1 Subject to the license provided for in this Section 1.4, the names “VRS,” “VeriSign,” and their associated goodwill shall remain the sole and exclusive property of VeriSign.

1.4.2 VeriSign grants to VRS, as of the Effective Date, a perpetual right to use (but not to assign or sublicense) the names “VRS” and “VeriSign” for purposes of

performing the Registry Business Agreements, subject to the limitations set forth in this Agreement.

1.5 Use of Marks. VeriSign grants to VRS, as of the Effective Date, a non-transferable, non-sublicensable, revocable, non-exclusive, right and license to use VeriSign's trade name, trademarks and service marks (the "**VeriSign Marks**"), in accordance with VeriSign's usage guidelines as amended from time to time only in connection with the Registry Business. VeriSign in its sole discretion may add to or delete from the VeriSign Marks and change the graphic configuration of the VeriSign Marks. All uses of the VeriSign Marks, and any goodwill arising from such use, shall inure to the benefit of VeriSign. Upon VeriSign's request, VRS shall submit to VeriSign for review and approval (which approval will not be unreasonably delayed or withheld by VeriSign) proposed materials in which the VeriSign Marks are to be used. VeriSign shall be entitled to request changes, deletions or additions to such materials if, in its sole discretion, the materials do not make proper usage of the VeriSign Marks. VRS shall, upon VeriSign's request, discontinue all use of the VeriSign Marks. VRS expressly disclaims any right, title or interest in the VeriSign Marks.

1.6 Other Property. VeriSign and NSI on the one hand and VRS on the other may from time to time agree on the transfer or assignment by VeriSign and NSI to VRS of additional property, including any computer hardware, that is necessary or appropriate for VRS to conduct the Registry Business after the Effective Date. Any such transfer or assignment shall be made on such terms as the parties may agree.

## II. INDEMNIFICATION

2.1 Indemnification by VeriSign and NSI. Each of VeriSign and NSI hereby agrees to defend, indemnify and hold harmless VRS and its successors and assigns from and against any and all costs, liabilities, fines, suits, claims, obligations, damages, penalties, demands, actions and expenses of any kind or nature (including attorney's fees and court costs) incurred by VRS by reason of VeriSign or NSI's failure to effect the transfer of the Transferred VeriSign Assets or the Transferred NSI Assets, respectively, except to the extent as such may arise from VRS's gross negligence, willful misconduct or willful violation of applicable law.

2.2 Indemnification by VRS. VRS hereby agrees to defend, indemnify and hold harmless VeriSign and NSI and each of their successors and assigns from and against any and all costs, liabilities, fines, suits, claims, obligations, damages, penalties, demands, actions and expenses of any kind or nature (including attorney's fees and court costs) incurred by VeriSign or NSI by reason of VRS's failure to perform its obligations under any agreements or contracts included in the Transferred Assets, except to the extent as such may arise from VeriSign's or NSI's gross negligence, willful misconduct or willful violation of applicable law.

2.3 No officer, director, member, agent, or employee of one party shall be liable to the other party under this Agreement. Except for VeriSign's or NSI's gross negligence or willful misconduct, the Transferred Assets are provided without warranty

of any kind, and VeriSign and NSI disclaim all warranties relating to the Transferred Assets, whether express or implied, and expressly disclaims and excludes any warranty of non-infringement or fitness for a particular purpose.

### III. ASSUMPTION OF LIABILITIES

VRS hereby assumes the obligation to perform, honor and discharge, in accordance with the terms thereof, all of VeriSign's and NSI's obligations pursuant to the Registry Business Agreements and the other Transferred Assets.

### IV. MISCELLANEOUS

4.1 Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes and terminates any and all prior agreements or contracts, oral or written, entered into between the parties relating to the subject matter hereof. Each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, manner or description whatsoever by either party to the other with respect to the premises except as expressly set forth herein.

4.2 Amendments. This Agreement shall not be amended or otherwise modified except by a written Agreement dated subsequent to the date of this Agreement and signed on behalf of VeriSign, NSI and VRS by their respective duly authorized representatives.

4.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its principles of conflicts of law.

4.4 Notices. All notices in connection with this Agreement shall be deemed given as of the day they are sent by electronic transmission, sent by facsimile or deposited with a commercial courier for delivery to other party at the following addresses:

VeriSign:	General Counsel VeriSign, Inc. 1350 Charleston Road Mountain View, California 94303 Tel: 650/961-7500 Fax: 650/961-8853
-----------	--

NSI:	General Manager Network Solutions, Inc. 21345 Ridgetop Circle Dulles, Virginia 20166 Tel: 703/948-3200 Fax: 703/421-2129
------	---

VRS: General Manager  
VeriSign Registry Services, Inc.  
21345 Ridgetop Circle  
Dulles, Virginia 20166  
Tel: 703/948-3200  
Fax: 703/421-2129

or to such other address and/or telex and facsimile number as the party to receive the notice or request so designates by written notice to the other.

4.5 No Waiver. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

4.6 Savings Clause. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

4.7 Further Assurances. Each party agrees to take such further action and to execute whatever additional instruments either party may reasonably request to effectuate or evidence any of the transactions intended under this Agreement.

4.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

4.9 No Third Party Beneficiaries. This Agreement is not intended to create any rights in any person or entity who is not a party to this Agreement, and no such rights are created hereunder.

4.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

4.11 Unassignable Assets or Contracts. To the extent that any of the Transferred Assets are not assignable or otherwise transferable by VeriSign or NSI to VRS without the consent, approval or waiver of another party thereto or any third party (including any governmental agency), or if such assignment or transfer would constitute a breach thereof or of any other material contract binding upon VeriSign or NSI, or a violation of any applicable law, then this Agreement shall not constitute an assignment or transfer (or an attempted assignment or transfer) thereof until such consent, approval or waiver of such party or parties has been duly obtained.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

VERISIGN, INC.

By: Jan M. Tolan

Title: Sup. General Counsel

NETWORK SOLUTIONS, INC.

By: Jan M. Tolan

Title: Secretary

VERISIGN REGISTRY SERVICES, INC.

By: Jan M. Tolan

Title: Secretary

[SIGNATURE PAGE TO CONTRIBUTION AGREEMENT]