

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GRAYLINK, LLC		07/01/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	AMERICAN MESSAGING SERVICES, LLC		
Street Address:	1720 Lakepointe Drive Suite 100		
City:	Lewisville		
State/Country:	TEXAS		
Postal Code:	75057		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77513097	ALWAYS ON ALERT	
CORRESPONDENCE DATA			
Fax Number:	(216)583-7087		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2165837000		
Email:	ecaja@ulmer.com		
Correspondent Name:	Edward F Caja		
Address Line 1:	1660 West 2nd Street Suite 1100		
Address Line 4:	Cleveland, OHIO 44113		
ATTORNEY DOCKET NUMBER:	32552-0005		
NAME OF SUBMITTER:	Edward F. Caja		
Signature:	/Edward F. Caja/		
Date:	07/21/2009		

OP \$40.00 77513097

Total Attachments: 3

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TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated as of July 1, 2009, made by GRAYLINK, LLC, a Delaware limited liability company ("Assignor"), in favor of AMERICAN MESSAGING SERVICES, LLC, limited liability company ("Assignee").

WHEREAS Assignor is the owner of certain trademark registrations and applications, including but not limited to those listed on Schedule 1 attached hereto, for the goods and/or services identified therein (the "Marks").

WHEREAS Assignee desires to acquire the Marks and any and all goodwill associated with the Marks.

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of July 1, 2009, between Assignor, Assignee and certain other parties, Assignor agreed to assign all right, title and interest in and to the Marks and any and all goodwill associated with the Marks to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns, and otherwise conveys to Assignee, all of Assignor's right, title, and interest in and to each of the Marks, along with the following:

1. the goodwill of the business symbolized by and associated with the Marks;
2. that portion of Assignor's business in connection with which it has a bona fide intent to use those Marks that were filed on an intent-to-use basis and for which an Amendment to Allege Use or a Statement of Use has not yet been filed and accepted by the relevant Trademark Office or other governing authority; and
3. all rights to proceeds of the foregoing, including, without limitation, any claim by Assignor against third parties for past, present, or future infringement of the Marks.

For the consideration aforesaid, Assignor agrees that it will, upon request, execute additional lawful papers and generally do all other acts reasonable and necessary to record this Assignment in any jurisdiction.

[signature page to follow]

Assignor has caused this Trademark Assignment to be duly executed and authorized as of the date hereof.

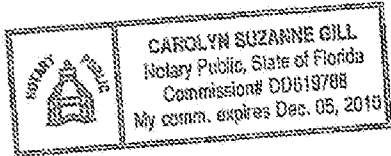
GRAYLINK, LLC

By: *Perry H. Ruda*
Name: Perry H. Ruda
Title: Authorized Signatory

STATE OF FLORIDA)
) S.S.
COUNTY OF Lan)

On this 1st day of July, 2009, before me personally came Perry H. Ruda, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that he is the Authorized Signatory of Graylink, LLC; he signed the instrument in the name of Graylink, LLC; and he had the authority to sign the instrument on behalf of Graylink, LLC.

Carolyn Suzanne Gill
Notary Public



[Signature Page to Trademark Assignment]

Schedule 1

Mark	Country	Serial No.	Reg No./ Registered	IC	Owner
ALWAYS ON ALERT	UNITED STATES	77513097	N/A		GRAYLINK, LLC