

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS 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>
Barry R Pier		07/07/2010	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JAB Wireless, Inc.		
<b>Doing Business As:</b>	DBA JAB Broadband		
<b>Street Address:</b>	400 Inverness Parkway		
<b>Internal Address:</b>	Suite 330		
<b>City:</b>	Englewood		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80112		
<b>Entity Type:</b>	CORPORATION: COLORADO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2884142	WISPERTEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(303)796-2777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	303-796-2626		
<b>Email:</b>	cbelak@bfw-law.com		
<b>Correspondent Name:</b>	Colleen R. Belak		
<b>Address Line 1:</b>	6400 S. Fiddlers Green Circle		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	Greenwood Village, COLORADO 80111		
<b>ATTORNEY DOCKET NUMBER:</b>	3406.00		
<b>NAME OF SUBMITTER:</b>	Colleen R. Belak/attorney		
<b>Signature:</b>	/Colleen R. Belak/		

OP \$40.00 2884142

**900166776**

**TRADEMARK**  
**REEL: 004240 FRAME: 0740**

Date:

07/13/2010

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("*Assignment*") is entered into on 7 July, 2010 and is effective as of 30 Dec, 2008 by and between BARRY R. PIER ("*Assignor*") and JAB WIRELESS, INC., a Colorado corporation ("*JAB*").

1. Recitals. Assignor registered the trademark "WisperTel," which was owned by Wisper Telecommunications, Incorporated ("*WTP*"). The U.S. Patent and Trademark Office records reflect the name of Assignor and not WTI as the owner of the trademark. WTI later merged with JAB, but the trademark registration was not changed to reflect the merger. The parties desire to formally acknowledge and assign the Trademark (defined below) to JAB.

2. Assignment. In consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to JAB all right, title and interest in and to the trademark "WisperTel," federal registration number 2884142 with a registration date of September 14, 2004 (the "*Trademark*") and all goodwill associated with or resulting from the Trademark.

3. Representations and Warranties; Indemnity. Assignor hereby represents and warrants that he has not assigned, transferred, conveyed or in any way encumbered the Trademark. Assignor shall indemnify and hold JAB harmless from and against all actions, suits, demands, judgments, costs and expenses, including but not limited to defense costs and reasonable attorneys' fees, relating to any breach of the foregoing representation and warranty.

4. Power of Attorney. Assignor hereby irrevocably appoints JAB and its officers as Assignor's true and lawful attorney, with full authority in the place of Assignor and in the name of Assignor to execute, acknowledge and deliver, and file and record, all instruments and documents and take all action as may be necessary or advisable to carry out the intent and purposes of this Assignment.


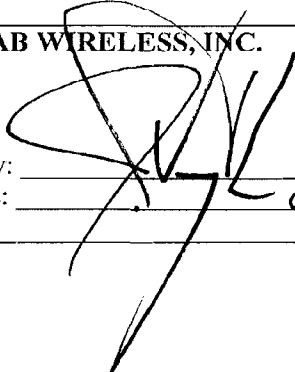
5. ~~Return of Certificate of Registration.~~ Assignor shall promptly provide to JAB the original USPTO Certificate of Registration for the Trademark. *BP*

6. Entire Agreement. This Assignment and any documents referenced herein contain the entire agreement between the parties regarding the subject matter hereof. This Assignment may be modified in any way only in a writing signed by both parties.

7. Miscellaneous. This Assignment shall be governed by Colorado law. In the event of a dispute arising out of this Assignment, the arbitrator or court shall award to the prevailing party all reasonable costs and expenses including, but not limited to, attorneys' fees. If any provision of this Assignment is deemed unenforceable by a court of law or arbitrator, the provision shall be modified to the extent necessary to make such provision enforceable to the fullest extent permitted by law. If no such modification will make the provision enforceable, such provision will be stricken without invalidating the remaining provisions of this Assignment. Articles 3, 4 and 5 and all other provisions where the context reasonably requires such an interpretation shall survive the execution and delivery of this Assignment. This Assignment may

be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Facsimile signatures shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties hereby execute this Trademark Assignment on the date set forth above.

<b>BARRY R. PIER</b>  _____	<b>JAB WIRELESS, INC.</b>  By: _____ Its: _____ <i>GEO</i>
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