

## 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
360NETWORKS CORPORATION		12/01/2011	British Columbia corporation:
RECEIVING PARTY DATA			
Name:	360NETWORKS HOLDINGS (USA) INC.		
Street Address:	2101 4th Avenue, Suite 2000		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98121		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2821982	360NETWORKS	
Registration Number:	2911912	360NETWORKS	
Registration Number:	2950775	360	
Registration Number:	3386976	VOIP360	
Registration Number:	3464595	THE BACKBONE TO COMMUNICATIONS	
Registration Number:	3490666	THE BACKBONE TO COMMUNICATIONS	
CORRESPONDENCE DATA			
Fax Number:	(303)863-0223		
Phone:	303-863-9700		
Email:	phirschman@sheridanross.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Sabrina C. Stavish, Pamela N. Hirschman		
Address Line 1:	1560 Broadway, Suite 1200		
Address Line 4:	Denver, COLORADO 80202		

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ATTORNEY DOCKET NUMBER:	5778-35
NAME OF SUBMITTER:	Pamela N. Hirschman
Signature:	/Pamela N. Hirschman/
Date:	03/21/2012
Total Attachments: 3 source=02. Trade-Mark Assignment Agreement#page1.tif source=02. Trade-Mark Assignment Agreement#page2.tif source=02. Trade-Mark Assignment Agreement#page3.tif	

## TRADE-MARK ASSIGNMENT AGREEMENT

**THIS TRADE-MARK ASSIGNMENT AGREEMENT** (the “**Agreement**”) made as of November \_\_\_, 2011,

**BETWEEN:**

**360NETWORKS CORPORATION**, a corporation continued under the laws of the Province of British Columbia, having an office at 2101 4<sup>th</sup> Avenue, Suite 2000, Seattle, Washington, 98121, USA

(hereinafter the “**Assignor**”)

**AND:**

**360NETWORKS HOLDINGS (USA) INC.**, a corporation continued under the laws of the State of Nevada, having a registered office at 2101 4<sup>th</sup> Avenue, Suite 2000, Seattle, Washington, 98121, USA

(hereinafter the “**Assignee**”)

(the Assignor and the Assignee are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”)

**WHEREAS:**

- A. The Assignor is the owner of the Canadian and United States trade-marks listed in Schedule “A” to this Agreement (the “**Trade-marks**”).
- B. The Assignor wishes to assign, sell and transfer unto the Assignee all rights, title and interest in and to the Trade-marks.

**NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. ASSIGNMENT**

- 1.1 For \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns, sells and transfers to the Assignee, for the Assignee’s benefit and the benefit of its successors and assigns, all right, title and interest to the Trade-marks, including, without limitation, all common law rights and the goodwill associated with the Trade-marks in Canada and the United States including all applications and registrations in respect thereof.

**2. COMMITMENTS**

2.1 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement and to establish that the Assignor does not have any other right, title and interest in and to the Trade-marks and any applications or registrations in respect thereof.

**3. GENERAL PROVISIONS**

3.1 Should any provision hereof be unenforceable it shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and effect and shall be unaffected thereby.

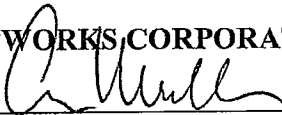
3.2 This Agreement may be altered or amended only by an agreement in writing signed by the Parties.

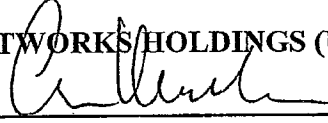
3.3 This Agreement shall enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

3.4 This Agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada, as applicable therein.

3.5 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together constitute one and the same document. Executed copies of this Agreement may be delivered by facsimile transmission or by any other means of electronic communication producing a printed copy and it shall not be necessary to confirm execution by delivery of the originally executed Agreement.

DATED AND EFFECTIVE as of the first date noted above.

**360NETWORKS CORPORATION**  
Per:   
Authorized Signatory

**360NETWORKS HOLDINGS (USA) INC.**  
Per:   
Authorized Signatory

**SCHEDULE "A"**

<b>Trade-mark</b>	<b>Registration Number</b>
<b>Canada</b>	
360NETWORKS	TMA583,519
360NETWORKS	TMA576,857
360	TMA583,538
<b>United States</b>	
360NETWORKS	2,821,982
360NETWORKS	2,911,912
360	2,950,775
VoIP360	3,386,976
THE BACKBONE TO COMMUNICATIONS	3,464,595
THE BACKBONE TO COMMUNICATIONS	3,490,666
<b>Unregistered Trade-mark</b>	
360connect	Common law rights only