

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
Callwave Telecom, Inc.		07/06/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CALLWAVE COMMUNICATIONS, LLC
Street Address:	136 West Canon Perdido Street
City:	Santa Barbara
State/Country:	CALIFORNIA
Postal Code:	93101
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3030934	MOBILE CALL TRANSFER
Registration Number:	3105365	MOBILE CALL SCREENING
Registration Number:	3028841	IT'S WHAT'S NEXT FOR YOUR CELL PHONE
Registration Number:	3293351	
Serial Number:	77086126	THINK OUTSIDE THE PHONE
Registration Number:	2969603	
Registration Number:	2486589	CALLWAVE
Registration Number:	2722738	INTERNET ANSWERING MACHINE

CORRESPONDENCE DATA

Fax Number: 4156932222
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 415-693-2000
 Email: trademarks@cooley.com, agallisa@cooley.com, mgutknecht@cooley.com

Correspondent Name: Ariana Gallisa Hiscott
Address Line 1: 777 6th Street, NW, Suite 1100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20001

ATTORNEY DOCKET NUMBER: 307223-101

NAME OF SUBMITTER: Ariana Gallisa Hiscott

Signature: /Ariana G. Hiscott/

Date: 07/20/2012

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This Trademark Assignment (“*Agreement*”) is entered into as of July 6, 2012 (the “*Effective Date*”) by and between CALLWAVE TELECOM, INC. (“*Assignor*”), a Delaware corporation with a principal address of 136 W. Canon Perdido St., Suite A, Santa Barbara, CA 93101 and CALLWAVE COMMUNICATIONS, LLC (“*Assignee*”), a Delaware limited liability company with a principal address of 136 West Canon Perdido Street, Santa Barbara, CA 93101 (collectively referred to herein as the “*Parties*”).

RECITALS

WHEREAS, Assignor has adopted, used, is using and/or intends to use, and is the owner of certain registered and unregistered trademarks in the United States, as shown in **SCHEDULE A** (the “*Trademarks*”);

WHEREAS, Assignor by way of assignment had a bona fide intent to use the Trademarks in U.S. commerce at the time of filing of the applications with the U.S. Patent and Trademark Office and has maintained a bona fide intent to use the Trademarks since that time for the corresponding goods and services;

WHEREAS, Assignee is the successor to the business of the Assignor to which the Trademarks pertain;

WHEREAS, the Parties have entered into a Contribution Agreement dated July 6, 2012 (as the same may from time to time be amended, restated, supplemented or otherwise modified from time to time, the “*Contribution Agreement*”), by and among CALLWAVE TELECOM, INC and CALLWAVE COMMUNICATIONS, LLC, pursuant to which Assignor has agreed to contribute certain assets to CALLWAVE COMMUNICATIONS, LLC as of the Effective Date, upon the terms and subject to the conditions set forth in the Contribution Agreement.

WHEREAS, Assignor intends to transfer and assign to the Assignee all right, title, and interest to the Trademark and the Applications; and

WHEREAS, Assignee, as the successor to the business of the Assignor to which the Trademarks pertain, desires to acquire from Assignor all right, title and interest in the Trademarks, together with that part of the goodwill of Assignor’s ongoing and existing business connected with the use of and symbolized by the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee as the successor to the business of Assignor as set forth above, all right, title and interest in and to the Trademarks shown on Schedule A below, the applications and registrations therefor, and the goodwill symbolized by and associated with the use of same, together with all rights and causes of action accrued, accruing and to accrue under and by virtue hereof, including the right to sue and recover for past infringement, and to receive all damages, payments and costs and fees associated therewith.
2. Assignor makes no warranties, express or implied, to any person or entity with respect to the Trademarks or any related materials provided hereunder, all of which are provided “as is,” and

disclaims all implied warranties, including without limitation warranties of validity, title and noninfringement.

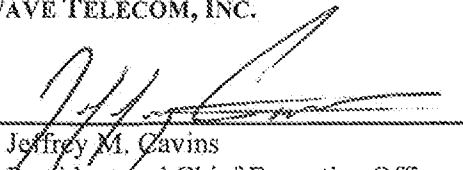
3. This Agreement and the Contribution Agreement shall constitute the complete agreement of the Parties with respect to the subject matter contained herein and supersedes and replaces all prior negotiations, whether written or oral. This Agreement may not be modified or amended except by a writing signed by both Parties.
4. In the event of any conflict between this Agreement and the Contribution Agreement, the Contribution Agreement shall control. Nothing in this Agreement shall be deemed to amend or modify in any way any of the terms and conditions of the Contribution Agreement or any rights or obligations of the parties thereto.
5. This Agreement shall be governed by the laws of the State of California.
6. The Parties each expressly acknowledge that it is duly authorized to execute and perform this Agreement.
7. This Agreement may be executed in two counterparts, each of which shall be deemed an original and both of which together shall constitute one agreement.

[Signature Page Follows]

The Parties hereto have caused this Trademark Assignment Agreement to be executed as of the date first above written.

ASSIGNOR:

CALLWAVE TELECOM, INC.

By: 
Name: Jeffrey M. Cavins
Title: President and Chief Executive Officer

COMPANY:

CALLWAVE COMMUNICATIONS, LLC

By: _____
Name: Richard Sanders
Title: Sole Manager

The Parties hereto have caused this Trademark Assignment Agreement to be executed as of the date first above written.

ASSIGNOR:

CALLWAVE TELECOM, INC.


By: _____
Name: Jeffrey M. Cavins
Title: President and Chief Executive Officer

COMPANY:

CALLWAVE COMMUNICATIONS, LLC

By: _____
Name: Richard Sanders
Title: Sole Manager

Schedule A

Mark	U.S. Serial No.	U.S. Reg. No.	Register	Goods/Services
MOBILE CALL TRANSFER	78585894	3030934	SUPPLEMENTAL "CALL TRANSFER" disclaimed	Class 38: Mobile telephone telecommunications services, namely, providing a means for transferring calls from a wireless communications device to a telephone line; providing a means for obtaining information about an incoming telephone call; electronic voice messaging, namely, the forwarding, screening, recording and subsequent transmission of voice and text messages by cellular phone, wireless communications devices, telephone and the Internet; electronic, electric, and digital transmission of voice, data, signals, and messages.
MOBILE CALL SCREENING	78585887	3105365	SUPPLEMENTAL "CALL SCREENING" disclaimed	Class 38: Mobile telephone telecommunications services that provide information about an incoming telephone call; electronic voice messaging, namely, the forwarding, screening, recording and subsequent transmission of voice and text messages by cellular phone, wireless communications devices, telephone and the internet; electronic, electric, and digital transmission of voice, data, signals, and messages
IT'S WHAT'S NEXT FOR YOUR CELL PHONE	78530092	3028841	PRINCIPAL	Class 38: local and long distance telephone services to individuals, homes and offices via global computer networks, featuring enhanced information about real-time voice communications, faxes and other electronic messages; electronic transmission of messages and data; telecommunications services, namely, providing caller identification information about an incoming telephone call; electronic voice messaging, namely, the forwarding, screening, recording and subsequent transmission of voice and text messages by telephone, cellular phone, wireless communications devices, and the internet; electronic, electric, and digital transmission of voice, data, signals, and messages.
	77086139	3293351	PRINCIPAL	Class 38: Telecommunications services, namely, switched, wireline and wireless telephone network services and data network services to individuals, homes and offices, featuring enhanced information about real-time voice communications, voice messages, faxes, and other electronic messages; Telecommunications services, namely, call management and call routing services; Electronic transmission of messages and data; Electronic messaging, namely, the forwarding, screening, recording and transmission of voice, data, and text messages by telephone, cellular phone, wireless communications devices, and the internet; Electronic, electric, and digital transmission of voice, data, images, documents, signals, and messages.
THINK OUTSIDE THE PHONE	77086126	N/A	PRINCIPAL	Class 38: Telecommunications services, namely, switched, wireline and wireless telephone network services and data network services to individuals, homes and offices, featuring enhanced information about real-time voice communications, voice messages,

				<p>facsimile, and other electronic messages; Telecommunications services, namely, call management and call routing services; Electronic transmission of messages and data; Electronic messaging, namely, the forwarding, screening, recording and transmission of voice, data, and text messages by telephone, cellular phone, wireless communications devices, and the internet; Electronic, electric, and digital transmission of voice, data, images, documents, signals, and messages.</p>
<p>The mark consists of a sound mark comprising a music motive in the key of c major in 2/4 time. The motive consists of 5 pitches played on a keyboard instrument, in treble clef. The first beat is comprised of 4 sixteenth notes consisting of the pitches E (the note a major third above middle C), ascending up an interval of one half step to F, descending back down one half step to the original starting pitch E and skipping down a major third to middle C, played in a legato fashion in a crescendo from a mezzo-piano towards a mezzo-forte over the course of the four pitches. Beat two concludes the motive with the pitch G (the pitch a perfect fourth below Middle C) being struck with an accent at a dynamic level of forte. Although the note is struck and held at the value of an eighth note, the reverberation from the keyboard extends the pitch to a value of a full quarter note. This concludes the motive.</p>	76594560	2969603	PRINCIPAL	<p>Class 38: local and long distance telephone services via global computer networks; telephone communication services.</p>
CALLWAVE	75620793	2486589	PRINCIPAL	<p>Class 38: Local and long distance telephones services to individuals, homes and offices via global networks, featuring enhanced information about real-time communications, faxes and other electronic messages</p>
INTERNET ANSWERING MACHINE	75725354	2722738	SUPPLEMENTAL	<p>Class 38: telecommunications services, namely, providing a means for obtaining information about an incoming telephone call while a computer user is online.</p>

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