

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wave2Wave Communications, Inc.		09/28/2012	CORPORATION: DELAWARE
RNK, Inc.		09/28/2012	CORPORATION: MASSACHUSETTS
RNK Va, LLC		09/28/2012	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	Signal Point Corp.
Street Address:	570 Lexington Ave
Internal Address:	22nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	3483500	PHONE NUMBER BANK
Registration Number:	3483499	PHONE NUMBER BANK
Registration Number:	3355759	MYTEMPNUMBER
Registration Number:	3463008	RNK COMMUNICATIONS
Registration Number:	3463007	RNK COMMUNICATIONS
Registration Number:	3174072	BRIDGE2VOIP
Registration Number:	3171488	REVOS
Registration Number:	3320887	SUBJECTTALK
Registration Number:	3192154	RNKVOIP
Registration Number:	3848709	DON'T GIVE OUT YOUR NUMBER GIVE OUT ONE OF OURS

TRADEMARK

Registration Number:	3728326	RNK TELECOM
Registration Number:	3728319	RNK TELECOM
Registration Number:	2480071	DIALAROUNDTHEWORLD.COM
Registration Number:	3999298	OFFICE IN A BOX
Registration Number:	3980423	SEE, HEAR, NOW!
Registration Number:	2747786	WAVE 2 WAVE
Registration Number:	2756664	WAVE2WAVE
Registration Number:	3171467	VOIP2GO

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 516-248-6400

Email: maa@dhclegal.com

Correspondent Name: Michael A. Adler

Address Line 1: 200 Garden City Plaza

Address Line 2: Suite 315

Address Line 4: Garden City, NEW YORK 11530

ATTORNEY DOCKET NUMBER:	10730.001
NAME OF SUBMITTER:	Michael A. Adler
Signature:	/Michael A. Adler/
Date:	10/03/2012

Total Attachments: 5

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY (this "Assignment") is made this 28th day of September, 2012, by and among Wave2Wave Communications, Inc., a Delaware corporation ("W2W"), RNK Inc., a Massachusetts corporation ("RNK"), RNK Va, LLC, a Virginia limited liability company ("RNK Va", and collectively with W2W and RNK, each a "Seller" and collectively, "Sellers"), and Signal Point Corp. (f/k/a Signal Share Corp.), a New York corporation ("Purchaser").

WHEREAS, pursuant to that certain Asset Purchase Agreement by and between Purchaser and Sellers dated as of August 20, 2012, as amended by that certain First Amendment to Asset Purchase Agreement, dated as of the date hereof (collectively, the "Purchase Agreement") and subject to the terms and conditions therein, Sellers are concurrently herewith conveying, assigning, transferring and delivering to Purchaser, as of the date hereof, the Purchased Assets;

WHEREAS, Sellers are the owners of the Intellectual Property (as such term is defined in the Purchase Agreement) including the Intellectual Property identified on Exhibit A attached hereto; and

WHEREAS, the Purchase Agreement provides, among other things, for the assignment by Sellers to Purchaser and the assumption by Purchaser of the Intellectual Property.

NOW, THEREFORE, in consideration of the foregoing premises, the agreement and obligations contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree, effective as of the date hereof, as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.
2. Assignment and Assumption. Sellers hereby sell, assign, grant, deliver, transfer and convey to Purchaser and its successors and assigns, all of Sellers' right, title, and interest in and to the Intellectual Property and the goodwill appurtenant thereto, including all common law rights and any registrations that may issue therefrom and Purchaser hereby assumes all of Sellers' right, title and interest in and to the Intellectual Property and the goodwill appurtenant thereto, including all common law rights and any registrations that may issue therefrom.
3. Additional Documents; Further Assurances. Sellers hereby agree to execute, upon the request of Purchaser, such additional documents, agreements and instruments as are necessary to register and otherwise give full effect to the rights of Purchaser in and to the Intellectual Property under or to otherwise effectuate the intent of this Assignment, including all documents necessary to record in the name of Purchaser the assignment of the Intellectual Property with the United States Patent and Trademark Office, appropriate domain name registrars, and any other appropriate foreign or international office or registrar, all at Purchaser's sole cost and expense.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign either this Assignment or any of its rights, interests, or obligations hereunder without the prior written approval of the other party hereto.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New Jersey.

6. Modification and Waiver. No alterations or variations of the terms and provisions of this Assignment shall be valid unless made in writing and signed by all of the parties hereto or their successors or permitted assigns.

7. Severability. If any provision of this Assignment is held to be invalid or unenforceable, such will not affect the validity or enforceability of the other provisions of this Assignment.

8. Conflict. All of the terms and conditions of the Purchase Agreement are incorporated herein by reference, and in the event of any ambiguity or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall prevail.

[Remainder of this page intentionally left blank]


IN WITNESS WHEREOF, this Assignment and Assumption of Intellectual Property has been duly executed and delivered on the date first above written.

SELLERS:

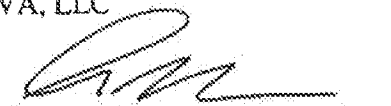
WAVE2WAVE COMMUNICATIONS,
INC.

By: 
Name: Eric Mann
Title: Chief Financial Officer

RNK, INC.

By: 
Name: Eric Mann
Title: Secretary

RNK VA, LLC

By: 
Name: Eric Mann
Title: Secretary

PURCHASER:

SIGNAL POINT CORP.

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Assignment and Assumption of Intellectual Property has been duly executed and delivered on the date first above written.

SELLERS:

WAVE2WAVE COMMUNICATIONS,
INC.

By: _____
Name: Eric Mann
Title: Chief Financial Officer

RNK, INC.

By: _____
Name: Eric Mann
Title: Secretary

RNK VA, LLC

By: _____
Name: Eric Mann
Title: Secretary

PURCHASER:

SIGNAL POINT CORP.


By: 
Name: Robert DeLauro
Title: CEO

Exhibit A

Intellectual Property

Trademark/Service mark	Serial/Registration #	Registration/Filing Date	Owner
Phone Number Bank	3483500	8/12/2008	RNK, Inc.
Phone Number Bank	3483499	8/12/2008	RNK, Inc.
MyTempNumber	3355759	12/18/2007	RNK, Inc.
RNK Communications	3463008	7/8/2008	RNK, Inc.
RNK Communications	3463007	7/8/2008	RNK, Inc.
Bridge2Voip	3174072	11/21/2006	RNK, Inc.
Revos	3171488	11/14/2006	RNK, Inc.
Voip2Go	3171467	11/14/2006	RNK, Inc.
Subjecttalk	3320887	10/23/2007	RNK, Inc.
RNKvoip	3192154	1/2/2007	RNK, Inc.
Don't Give Out Your Number Give Out One of Ours	3848709	9/14/2010	RNK, Inc.
RNK Telecom	3728326	12/22/2009	RNK, Inc.
RNK Telecom	3728319	12/22/2009	RNK, Inc.
Dialaroundtheworld.com	2480071	8/21/2001	RNK, Inc.
Office in a Box	3999298	7/19/2011	Wave2Wave Communications, Inc.
See, Hear, Now!	3980423	6/21/2011	Wave2Wave Communications, Inc.
Wave 2 Wave	2747786	8/5/2003	Wave2Wave Communications, Inc.
Wave2Wave	2756664	8/26/2003	Wave2Wave Communications, Inc.