

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
Phone On Hold Marketing Systems, Inc.		12/31/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Spectrio LLC		
Street Address:	720 Brooker Creek Blvd., Suite 215		
City:	Oldsmar		
State/Country:	FLORIDA		
Postal Code:	34677		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3760267	PHONE ON-HOLD	
CORRESPONDENCE DATA			
Fax Number:	8132291660		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	timmerman@slk-law.com		
Correspondent Name:	J. Todd Timmerman/Shumaker, Loop		
Address Line 1:	101 East Kennedy Boulevard, Suite 2800		
Address Line 4:	Tampa, FLORIDA 33602		
NAME OF SUBMITTER:	J. Todd Timmerman		
Signature:	/J. Todd Timmerman/		
Date:	01/03/2013		
Total Attachments: 2 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is executed, delivered, and made effective as of the 31st day of December, 2012 (the "Effective Date"), by and between **Phone On Hold Marketing Systems, Inc.**, a California corporation ("Assignor"), and **Spectrio LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement dated effective as of December 31, 2012 (the "Asset Purchase Agreement");

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademark **PHONE ON HOLD** (the "Mark") and United States Registration No. 3,760,267 for the Mark (the "Registration"), together with all goodwill associated therewith or deriving therefrom; and

WHEREAS, Assignor desires to assign to Assignee all right, title, and interest in and to the Mark and Registration as contemplated by the Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, conveys, transfers, and sets over to Assignee, and Assignee's successors and assigns, absolutely and forever, all of Assignor's right, title, and interest, whether statutory or at common law, in and to the Mark, together with the goodwill of the business symbolized by the Mark and all registrations and recordings of and pending applications relating to the Mark and all renewals thereof owned by Assignor, whether in the United States Patent and Trademark Office or in any similar office or agency, including, but not limited to, the Registration.

Assignor hereby requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Registration.

At any time and from time to time at the request of Assignee, Assignor shall execute and deliver to Assignee or other parties designated by Assignee, at no cost or expense to Assignee, any new, additional, or confirmatory instruments and any other documents and perform all acts that may be necessary or desirable to effect the conveyance contemplated by this Assignment, to enable Assignee to register or record this Assignment in each of the jurisdictions where the Mark has been registered, and otherwise to enable Assignee to realize upon or otherwise enjoy the benefit of the rights assigned to Assignee pursuant to this Assignment and to accomplish the intent and purpose of this Assignment.

Assignor agrees that it shall hereafter refrain from using the Mark or any confusingly similar marks, logos, or names in the conduct of business and hereby represents and warrants to Assignee that (i) Assignor is currently the record owner of the Mark and Registration and (ii) the Mark and Registration are free and clear of any and all liens, encumbrances, or security interests.

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This Assignment shall be binding upon and shall inure to the benefit of the successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered as of the Effective Date.

ASSIGNOR:

Phone On Hold Marketing Systems, Inc.

By: 

Peter J. Turpel, Chief Executive Officer

ASSIGNEE:

Spectrio LLC

By: 

Aaron Kleinhandler, Manager

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