

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
Perception Marketing, LLC		06/15/2011	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	Audio Messaging Solutions 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: 6			
Property Type	Number	Word Mark	
Registration Number:	4040472	IOHI	
Registration Number:	3301940	IOHI ATMOSPHERES	
Registration Number:	3794061	IOHI ON-HOLD ATMOSPHERES VIDEOCAST	
Registration Number:	3794060	IOHI WEBXPRESS	
Registration Number:	2063098	IMPRESSIONS ON HOLD INTERNATIONAL	
Registration Number:	2110217	IMPRESSIONS ON HOLD INTERNATIONAL	
CORRESPONDENCE DATA			
Fax Number:	9413663999		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	941-364-2738		
Email:	dcherry@slk-law.com		
Correspondent Name:	Douglas A. Cherry		
Address Line 1:	240 South Pineapple Avenue		
Address Line 4:	Sarasota, FLORIDA 34236		

OP \$165.00 4040472

ATTORNEY DOCKET NUMBER:	A00118-137050
NAME OF SUBMITTER:	Douglas A. Cherry
Signature:	/doug cherry/
Date:	06/13/2013
Total Attachments: 6 source=IOHI Bill of Sale#page1.tif source=IOHI Bill of Sale#page2.tif source=IOHI Bill of Sale#page3.tif source=IOHI Bill of Sale#page4.tif source=IOHI Bill of Sale#page5.tif source=IOHI Bill of Sale#page6.tif	

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment is given effective as of June 15, 2011 (the "Effective Date") to **Audio Messaging Solutions LLC**, a Delaware limited liability company (the "Buyer") by **Perception Marketing, LLC**, a New York limited liability company doing business as IOHI (the "Seller"), **Sheri Morgen David** and **Marissa Allen** (collectively, the "Principals").

WITNESSETH:

In consideration of the sum of TEN and 00/100 Dollars (\$10.00) and for other good and valuable consideration paid to Seller by Buyer as set forth in that certain Asset Purchase Agreement by and among the parties to this Bill of Sale (the "Purchase Agreement") and dated as of the Effective Date, the receipt and sufficiency of which are hereby acknowledged, Seller, hereby sells, conveys, assigns, transfers and delivers to Buyer all of the assets of Seller, whether tangible or intangible (other than the Excluded Assets), including but not limited to those listed on Exhibit "A" attached hereto and incorporated herein by reference (the "Assets"), to have and to hold the Assets in fee simple forever. Capitalized terms not defined in this Bill of Sale and Assignment or the Exhibit shall have the meaning ascribed to them in the Purchase Agreement.

Seller covenants and agrees that the Assets are free from known defects, and that Seller is the lawful owner of the Assets, free from all liens and encumbrances. Seller has the right to sell and convey the same in fee simple. Seller will warrant and defend title to the same for the benefit of Buyer against the lawful claims of all persons whomsoever.

(Signatures are on the following page)

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed the day and year first above written.

WITNESSES:

As to Seller

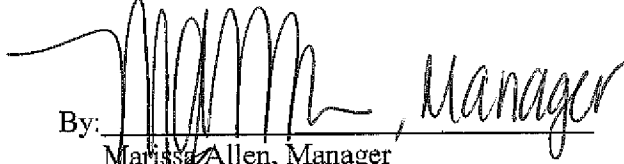
As to Principal

As to Principal

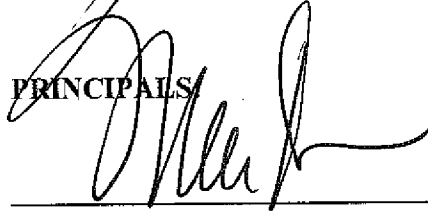
As to Buyer

SELLER:

PERCEPTION MARKETING, LLC, a New York limited liability company


By: _____
Marissa Allen, Manager

PRINCIPALS:



Sheri Morgen David



Marissa Allen

BUYER:

AUDIO MESSAGING SOLUTIONS LLC, a Delaware limited liability company



By: _____
Aaron Kleinhandler, Manager

EXHIBIT "A"

Assets

1. The equipment owned by Seller, including all equipment, studio equipment, computers, voice servers, servers that run Seller's backend systems, and, to the extent not owned by Customers, equipment installed on the premises of the Customers, as set forth on Schedule 1.1.1 of the Purchase Agreement.

2. All rights in and to the agreements, contracts and leases, whether written or oral (collectively "Customer Contracts") to furnish Services and associated equipment to subscribers, customers and lessees (collectively "Customers") set forth on Schedule 1.1.2 of the Purchase Agreement along with all Customer scripts, sound files, back-ups, licenses, billing schedules and Customer files, including but not limited to Customer contact and other Customer information and database files (hard copy and electronic). Copies of all written Customer Contracts have been furnished to Buyer.

3. All rights in and to Seller's work in progress and inventory set forth on Schedule 1.1.3 of the Purchase Agreement and inventories of messaging on-hold units.

4. All rights in and to the agreements, contracts and leases, including Seller's leasehold interest in any real or personal property used in the Business, as set forth Schedule 1.1.4 of the Purchase Agreement, copies of which have been furnished to Buyer.

5. All rights to the patents, trademarks, trade names, Internet domain names, copyrights applications for any of the foregoing, and other intellectual property used in connection with the Business, whether consisting of written, voice or image content, recorded in any form (collectively, the "Intellectual Property"), including without limitation the right to use the names "Perception Marketing" and "IOHI" and the other Intellectual Property set forth on Schedule 1.1.5 of the Purchase Agreement.

6. All rights in and to any amounts unearned by Seller prior to Closing (i.e. payments or other amounts received by Seller or Principals prior to or as of the Closing Date (as defined below) but for which Seller has not rendered the required services as of the Closing Date) and for which Buyer will be required to render services on or after the Closing hereunder pursuant to Customer Contracts, including without limitation the Deferred Revenue set forth on Schedule 1.1.6 of the Purchase Agreement

7. All goodwill, signage, licenses, permits, office telephone, facsimile and toll free numbers (including but not limited to 918-744-0988) to the extent transferable to Buyer by the carrier issuing the numbers, advertising materials, business records, computer files, files, charts and lists and other information used or useful in the operation of the Business, including but not limited to customer lists, vendor lists, files containing addresses, billing information, insurance information and various administrative matters.

8. All "accounts receivable" of Seller (the "Accounts Receivable") as defined in the Purchase Agreement.

SLK_SAR: #101451

TRADEMARK
REEL: 005046 FRAME: 0904

Schedule 1.1.5
Intellectual Property

DOMAIN URL	EXPIRATION DATE	DOMAIN MANAGER
IMPRESSIONSONHOLD.COM	12/5/16	GO DADDY
IMPRESSIONSONLINE.COM	6/8/12	GO DADDY
IOHI.BIZ	2/2/12	GO DADDY
IOHI.CA	2/3/12	GO DADDY
IOHI.CO	1/25/12	GO DADDY
IOHI.COM	11/14/16	GO DADDY
IOHI.INFO	2/3/12	GO DADDY
IOHI.ME	2/3/12	GO DADDY
IOHI.MOBI	2/3/12	GO DADDY
IOHI.NET	2/2/12	GO DADDY
IOHI.US	2/2/12	GO DADDY
IOHIUPDATE.COM	8/2/15	GO DADDY
IOHIWEBXPRESS.COM	9/10/12	GO DADDY

Phone Number

712-6280	888-312-3366	Demoline
744-0988	800-580-4653	Main IOHI Line
744-0988	877-487-3283	Update Line
712-9900		Dana SAS
712-9537		Alec SAS
712-6289		Jenny's Fax
749-0418		Tabitha SAS - Winlink
749-0440		Jenny SAS - Winlink
742-4933		Megan SAS - Winlink
742-4924		DL Station 2 (By Column)
749-1708		DL Station 1 (By Breakroom)
742-4940		Test Line & Postate Meter
744-0989		Tulsa Fax
746-7936		Main Fax
918 744-0954		Julie SAS
918 744-0955		David SAS
918 744-0956		Laptop SAS
212-370-5010		
212-557-9640-9641		

212-556-8780-8799
212-556-8800-8829
888-657-4653

IOHI
Registration Number 3,794,061
Publication Date 5/25/2010

IOHI
WebXpress
Registration Number: 3,794,060
Publication

Date:

5/25/201