

## 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
TelJet Longhaul, LLC		06/28/2013	LIMITED LIABILITY COMPANY: VERMONT
RECEIVING PARTY DATA			
Name:	TVC Albany, Inc.		
Street Address:	41 State Street		
Internal Address:	10th Floor		
City:	Albany		
State/Country:	NEW YORK		
Postal Code:	12207		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3875665	TELJET	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(617) 248-4877		
Email:	tadmin@choate.com		
Correspondent Name:	Elizabeth A. Walker, Esq.		
Address Line 1:	Two International Place		
Address Line 2:	CHOATE, HALL & STEWART LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2009864-0002		
NAME OF SUBMITTER:	Elizabeth A. Walker		

Signature:	/Elizabeth A. Walker/
Date:	07/03/2013
<b>Total Attachments: 6</b> source=TelJet -- Trademark & Domain Name Assignment Agreement#page1.tif source=TelJet -- Trademark & Domain Name Assignment Agreement#page2.tif source=TelJet -- Trademark & Domain Name Assignment Agreement#page3.tif source=TelJet -- Trademark & Domain Name Assignment Agreement#page4.tif source=TelJet -- Trademark & Domain Name Assignment Agreement#page5.tif source=TelJet -- Trademark & Domain Name Assignment Agreement#page6.tif	

## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (this “**Agreement**”) in entered into as of June 28, 2013 by and between TelJet Longhaul, LLC, a Vermont limited liability company (“**Assignor**”) and TVC Albany, Inc., a Delaware corporation (“**Assignee**”). Capitalized terms used but not defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, Assignor is the owner of the Selling Entity Intellectual Property included in the Purchased Assets as described in the Purchase Agreement (the “**Purchased Intellectual Property**”), including, without limitation, the trademarks, trademark registrations and trademark applications (including any and all goodwill associated therewith) set forth on Schedule A hereto (the “**Trademarks**”) and the internet domain names (including any and all goodwill associated therewith) and the domain name registrations therefor set forth on Schedule B hereto (the “**Domain Names**”);

WHEREAS, Assignor, Vermont Fiberlink, LLC, TelJet, Inc., Scott Pidgeon, Kenneth Pidgeon, Alan Pidgeon, Gregory Kelly, Tech Valley Holdings, LLC, and Assignee (as the assignee of TJJ Acquisition Company, LLC) have entered into that certain Asset Purchase Agreement, dated as of March 27, 2013 (as amended from time to time, the “**Purchase Agreement**”), pursuant to which Assignee agrees to purchase the Purchased Assets as set forth in the Purchase Agreement from Assignor, including all of Assignor’s right, title and interest in and to the Purchased Intellectual Property; and

WHEREAS, the execution and delivery of this Agreement is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Assignment.** Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all right, title and interest in and to the Purchased Intellectual Property, including, without limitation, the Trademarks and the Domain Names, and all registrations and applications therefor, in the United States and in all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and/or foreign countries, now or hereafter in effect, and any and all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement, dilution, misappropriation, or other violation thereof, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives.

**2. Further Instruments.** The parties hereby agree to execute and deliver such further bills of sale, assignments, instruments of transfer, agreements and documents and take such other actions as may be reasonably requested from time to time in order to transfer more fully and effectively the Purchased Assets or to assist in the collection or reduction to possession by the Assignee of, or access by the Assignee to, all of the Purchased Assets.

**3. No Impairment of Purchase Agreement.** This Agreement shall not be construed as a waiver of, or to limit, terminate, modify or derogate from the representations, warranties, covenants and agreements set forth in the Purchase Agreement.

**4. Severability, Governing Law.** This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its conflicts of laws principles.

**5. Successors and Assigns.** This Agreement, and all provisions hereof, shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the parties hereto.

**6. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same Agreement. Delivery of a copy of this Agreement or such other document bearing an original signature by facsimile transmission, by electronic mail in “portable document format” (“pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

**7. Headings.** The headings of Sections herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof.

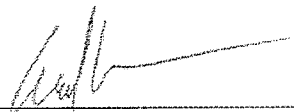
**8. Amendments.** This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties or their respective successors and assigns; provided that in the event of any conflict between the terms hereof and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[ *Signature page follows* ]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

ASSIGNEE:

TVC ALBANY, INC.

By:   
Name: Steven F. Kaplan  
Title: Authorized Representative

ASSIGNOR:

TELJET LONGHAUL, LLC

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark and Domain Name Assignment Agreement]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.


ASSIGNEE:

TVC ALBANY, INC.

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNOR:

TELJET LONGHAUL, LLC

By:  \_\_\_\_\_  
Name: Gregory Kelly  
Title: President

[ Signature Page to Trademark and Domain Name Assignment Agreement ]

**TRADEMARK**  
**REEL: 005063 FRAME: 0775**

**SCHEDULE A**  
**TRADEMARKS**

- **TELJET** – Reg. No. 3875665, Reg. Date November 16, 2010

**SCHEDULE B**  
**DOMAIN NAMES**

- vtix.org
- teljet.biz
- teljet.info
- teljet.org
- teljet.com
- teljet.net
- teljet.co
- teljet.us
- teljet.ca