

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
CenterBeam, Inc.		07/01/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	EarthLink Managed Services, LLC		
Street Address:	2 Office Park Court		
City:	Columbia		
State/Country:	SOUTH CAROLINA		
Postal Code:	29223		
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3526532		
Registration Number:	2721727	CENTERBEAM	
Registration Number:	3774309	CENTERBEAM	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
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Correspondent Name:	Austin Padgett		
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Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	040468.000056		
NAME OF SUBMITTER:	Austin Padgett		

OP \$90.00 3526532

Signature:	/Austin Padgett/
Date:	07/16/2013
Total Attachments: 15 source=Document#page1.tif source=Document#page2.tif source=Document#page3.tif source=Document#page4.tif source=Document#page5.tif source=Document#page6.tif source=Document#page7.tif source=Document#page8.tif source=Document#page9.tif source=Document#page10.tif source=Document#page11.tif source=Document#page12.tif source=Document#page13.tif source=Document#page14.tif source=Document#page15.tif	

TRADEMARK AND PATENT ASSIGNMENT AGREEMENT

This Trademark and Patent Assignment Agreement (the "Assignment") is dated as of July 1, 2013, by and between CenterBeam, Inc., a Delaware corporation (the "Assignor"), and EarthLink Managed Services, LLC, a South Carolina limited liability company ("Assignee"). Capitalized terms appearing in this Assignment, but not otherwise defined, shall have the meanings given to them in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 14, 2013 (the "Asset Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell, convey, transfer and assign to Assignee all of Assignor's right, title and interest in and to (i) the United States patent application and patent which are set forth on Schedule 4.10(a)(1) attached hereto and incorporated herein by this reference, together with any corresponding patent applications filed anywhere in the world which claim priority from the U.S. application or registrations listed on Schedule 4.10(a)(1) or from which the application or registrations listed on Schedule 4.10(a)(1) claim priority, and any patents, reissues, renewals, inventor's certificates, industrial design registrations or reexaminations issuing or resulting from any of the foregoing (collectively "Patents"); and (ii) the US, Canadian and EU trademark registrations listed in Schedule 4.10(a)(2) attached hereto and incorporated herein by this reference, and any corresponding registrations or pending applications filed anywhere in the world, and all common law or other rights arising from Assignor's use of any other word, phrase, symbol, logo, design, brand or similar identifier in commerce to identify Assignor's products or services (collectively "Trademarks");

WHEREAS, Assignor is the owner of all right, title and interest in and to the Patents and Trademarks set forth on Schedule 4.10(a)(1) and Schedule 4.10(a)(b), free and clear of all Encumbrances other than Permitted Encumbrances; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Patents and Trademarks.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all of its right, title and interest in and to the Patents and Trademarks, free and clear of all Encumbrances other than Permitted Encumbrances, together with all of Assignor's right, title and interest in and to the goodwill of the business associated with and symbolized by such Patents and Trademarks, and any rights of Assignor to sue, to recover for damages and profits, and to pursue other remedies for any past or future infringement of the Patents and Trademarks in the United States or any foreign jurisdiction.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further instruments of conveyance, transfer, assignment and other

documents, to take any and all further actions, deemed necessary by Assignee to vest in Assignee all of Assignor's right, title and interest in and to the registered Patents and Trademarks, to give full effect to this Assignment, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States or any other country.

3. Successors and Assigns. This Assignment is binding on Assignor and its respective successors and assigns, and inures to the benefit of Assignee and its successors and assigns.

4. Governing Law. All matters relating to the interpretation, construction, validity and enforcement of this Assignment shall be governed by and construed in accordance with the laws governing the Asset Purchase Agreement in the manner set forth in the Asset Purchase Agreement.

5. Further Assurances. Each of Assignor and Assignee agree to do such further acts and to execute and deliver any further agreements, instruments or documents as may be necessary or appropriate to carry out the purposes of this Assignment.


6. Conflicts. To the extent of any inconsistency between this Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall prevail. Nothing contained in this Assignment shall be deemed to constitute any separate representation or warranty with respect to the Patents or Trademarks or the Company or to supersede any of the covenants, agreements, representations or warranties contained in the Asset Purchase Agreement.

7. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same Assignment. The execution of this Assignment by any of the parties may be evidenced by way of a facsimile transmission of such party's signature, or a photocopy of such facsimile transmission, and such facsimile signature shall be deemed to constitute the original signature of such party hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has caused its duly authorized representative to execute this Assignment as of the date first above written.

CENTERBEAM, INC.

By: 

EARTHLINK MANAGED SERVICES, LLC

By: _____

[Signature Page to Trademark and Patent Assignment Agreement]

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has caused its duly authorized representative to execute this Assignment as of the date first above written.

CENTERBEAM, INC.

By: _____

EARTHLINK MANAGED SERVICES, LLC

By:  _____

[Signature Page to Trademark and Patent Assignment Agreement]

TRADEMARK
REEL: 005070 FRAME: 0962

SCHEDULE 4.10(A)(1)

PATENTS

CenterBeam Issued Patents

PATENT / APPL. NO.	TITLE OF INVENTION	BASIC COVERAGE
8,095,624 Appeal No. 2010-003313 (09/750,500)	ARCHITECTURE FOR SERVING AND MANAGING INDEPENDENT ACCESS DEVICES	A third party service provider can provide data, management, and configuration services to a plurality of unrelated entities. The services are separated from the management and configuration aspect and a system of trusts is arranged to avoid the unrelated parties affecting one another. Services that require the provider to trust the entity to which the services are to be provided are separated from services that require the entity to which services are provided to trust the provider. Thus, no transitive trusts are permitted.
6,892,221 (09/772,337) (60/205,727)	DATA BACKUP	A system of provider servers that implement email, web access, etc. for a subscriber also monitors the data traversing the provider to and from the subscriber, and maintains copies of one or more portions thereof. Then, when backup on the provider is required, the system need not contact the subscriber, because some of the data to be backed up and the provider is already on a provider server. Hence, the network between the provider and subscriber need not be used unless the data needed is not on the provider servers.
7,356,734 (11/024,337)	METHOD AND APPARATUS FOR CREATING A BACKUP OF DATA FROM MULTIPLE SOURCES	A system, signal, and method for data backup. The method, comprising the steps of: identifying at least one data increment which was previously provided to a subscriber server or generated by a subscriber server and which is to be backed up; checking at least one service provider access server to determine if it has a copy of at least a portion of the identified data increment or can regenerate or replicate at least a portion of the identified data increment; and backing up the data increment using the copy or regenerated or replicated portion from the access server if it is found and otherwise using a copy sent from the subscriber server after the checking step.
6,795,835 (09/772,338) (60/205,728)	MIGRATION OF COMPUTER PERSONALIZATION INFORMATION	A migration tool and methods for migrating computer personalization information from one computer to another when a network is not available, when a network is available but use of the network is undesirable for some reason, and/or when the computer which is the source of the data being migrated has limited or unknown resources to support conventional forms of data migration. An external migration tool/device targets personalization information on the source computer, separates it out, and can then personalize a new computer similar to the source computer.

*Basic Coverage is intended as a summary for the convenience of the Parties and shall not expand or diminish the scope of the subject patents.

CENTERBEAM, INC.

PENDING PATENT APPLICATIONS

PATENT/ APPL. NO.	TITLE OF INVENTION	BASIC COVERAGE
13/310,184	SYSTEM AND METHOD FOR SERVING AND MANAGING INDEPENDENT ACCESS DEVICES	A third party service provider can provide data, management, and configuration services to a plurality of unrelated entities. The services are separated from the management and configuration aspect, and a system of trust is arranged to avoid the unrelated parties affecting one another.

CENTERBEAM, INC.

ABANDONED PATENTS/PATENT APPLICATIONS

PATENT/ APPL NO.	TITLE OF INVENTION	BASIC COVERAGE
09/764,161	ARCHITECTURE FOR SERVING AND MANAGING INDEPENDENT ACCESS DEVICES	A third party service provider can provide data, management, and configuration services to a plurality of unrelated entities. The services are separated from the management and configuration aspect and a system of trusts is arranged to avoid the unrelated parties affecting one another. Services that require the provider to trust the entity to which the services are to be provided are separated from services that require the entity to which services are provided to trust the provider. Thus, no transitive trusts are permitted.
09/769,605 (60/232,369)	METHOD AND SYSTEM FOR COMPUTER PERSONALIZATION	A method and system for efficiently personalizing computer hardware. Under the present invention a subscriber will store computer personalization information pertaining to their existing servers and workstations with a provider. As the servers and/or workstations are replaced (or upgraded), the personalization information can be transmitted/downloaded from the provider to the new (or upgraded) servers. Once the new servers are personalized the personalization information pertaining to the old workstations will be sent/transmitted to the new workstations. This transmitted information will be then used to personalize the new workstations and possibly the new servers.
09/769,606 (60/217,213)	NETWORK LOCK	A method and system for limiting use of a computer apparatus when the apparatus is disconnected from a network. Under the method and system of the present invention, the computer apparatus will periodically contact a host or data center via a network to be updated, backed-up, enabled, re-enabled, disabled, etc. However, if the computer apparatus is being used beyond its predetermined time period or conditions of use, the apparatus can be automatically disabled without having to contact the host or data center via the network.
10/172,414	MAINTAINING SOFTWARE IN COMPUTERS IN A NETWORK	The invention disclosed herein provides an apparatus and method for maintaining current versions of software in client computers in a common network. A systems management server computer connected to the network communicates with each of the client computers in response to periodic inquiries from each client computer as to the availability of new or updated applications. The SMS server determines what new and updated applications are to be installed on each client computer and sends information regarding the nature of the programs and their expected installation times.

PATENT/ APPL. NO.	TITLE OF INVENTION	BASIC COVERAGE
10/989,216	METHOD AND APPARATUS FOR DIAGNOSING A NETWORK	This invention allows a system to connect to a user's network and query one or more sources in order to access the identity and state of configuration of the computers connected thereto. In a preferred embodiment the sources are tried in an order to provide the most usable information with the least use of bandwidth and processing power. One example tries the sources in the following order: 1. the active directory; 2. the domain controllers; 3. a range of IP addresses and 4. a specified input file. The methodology allows a service provider such as centerbeam to efficiently and automatically assess the state of the entire network for example when a new customer subscribes to the centerbeam service.
11/433,786	KNOWLEDGE ACQUISITION SYSTEM FOR REMOTELY MANAGED CLIENT COMPUTER	A method is disclosed whereby parameters on a client computer are filtered, and those relevant to a remote IT manager are displayed and/or transmitted to a remote IT manager server.
10/990,017	AUTOMATIC SCREEN POP SHOWING TROUBLESHOOTING INFORMATION	A method for efficiently and conveniently providing a remote troubleshooting service, in which a screen window automatically pops up in response to an incoming call reporting a problem encountered at a client computer, to show the information that is helpful in solving the problem. The calling number or network address associated with the client computer is used as a key to query a database to obtain the helpful information, which is preferably updated periodically by running a software application in the client computer.
10/985,140	COMPUTER HEALTH CHECK METHOD	A method for providing maintenance services to client computers is disclosed, in which a health check application periodically runs in each client computer to obtain health information on each client computer and then automatically transmits the obtained health information to a remote service provider for monitoring and diagnosing the client computers.
10/995,065	COMPUTER RESTORATION METHOD	A method is provided for restoring and configuring a replacement computer of different type or brand or an original computer with a change in hardware. As disclosed by the invention, all the drivers available in the operating system are turned on by an agent software application if the replacement computer is found to be of a new type or brand or if the backed up restoration information does not work for all the hardware. Thus, the restoration or configuration process can go smoothly with minimum human involvement.

SCHEDULE 4.10(A)(2)

TRADEMARKS

Active 20566196v1 040468.000056

SCHEDULE 4.10(a)(2)

<u>Mofo Matter Number</u>	<u>Mark/Serial Number/Registration Number/Applicant</u>	<u>Country</u>	<u>Class/Goods and Services</u>	<u>Status</u>
55506-6001.000	BOWTIE DESIGN Serial No: 77/290,834 Reg. No: 3,526,532 CenterBeam, Inc.	United States of America	<p>Class 35: Business consulting services; procurement services, namely procuring computer hardware, computer software, and peripherals for others; distribution of computer software and hardware and computer systems; database management</p> <p>Class 37: Installation, maintenance and repair services in the fields of computers, computer systems, and electronic communications networks</p> <p>Class 38: Communications services, namely, providing telecommunications connections to the internet; telecommunications services, namely, ISDN services; telecommunications services, namely, DSL services</p> <p>Class 42: Automated IT management services, namely, providing real-time monitoring services to identify issues that may affect the security and stability of computer networks and making changes to the hardware and software used in the network to resolve those issues; computer services, namely, design, maintenance, and administration of local area networks and wide area networks, design and development of electronic databases, IT support and management services, computer security services, namely anti-virus protection, anti-adware and spyware protection, automatic distribution of critical security updates, multi-layered security systems to restrict access to computer networks from outside threats, and computer software installation, maintenance, management,</p>	Registered App Date: 09/27/2007 Reg Date: 11/04/2008 Section 8 & 15 Due: 11/04/2014

55506-6001.100	BOWTIE DESIGN Serial No: 1440562 Reg. No: TMA783336 CenterBeam, Inc.	Canada	and repair services; dissemination of information relating to computers, computer networks and computer services	Registered App Date: 06/05/2009 Reg Date: 11/25/2010 Mark Vulnerable to Cancellation If Not Used: 11/25/2013 Renewal Due: 11/25/2025
55506-6003.000	CENTERBEAM Serial No: 75/808,446 Reg. No: 2,721,727 CenterBeam, Inc.	United States of America	<p>Consulting services, namely business management consulting; procurement services, namely, procuring computer hardware, computer software, and peripherals for others; distribution of computer software and hardware and computer systems; computer database management services; installation, maintenance and repair services in the fields of computers, computer systems, and electronic communications networks; telecommunications services, namely, providing telecommunications connections to the internet; telecommunications services, namely, ISDN services; telecommunications services, namely, DSL services; automated IT management services, namely, providing real-time monitoring services to identify issues that may affect the security and stability of computer networks and making changes to the hardware and software used in the network to resolve those issues; computer services, namely, design, maintenance, and administration of local area networks and wide area networks, design and development of electronic databases, IT support and management services, computer security services, namely, anti-virus protection, anti-adware and spyware protection, automatic distribution of critical security updates, multi-layered security systems to restrict access to computer networks from outside threats, and computer software installation, maintenance, management, and repair services; the operation of a website providing information to others about computers, computer networks and computer services</p> <p>Class 35: Business consulting services; procurement services; namely procuring for others of computer hardware, business software, network software, and network hardware and peripherals; distribution of computer software and hardware and computer systems; database management</p> <p>Class 37: Installation, maintenance and repair services in the fields of</p>	Registered App Date: 09/23/1999 Reg Date: 06/03/2003 Renewal Due: 06/03/2023

			<p>computers, computer systems, and electronic communications networks comprising computer hardware, telecommunications hardware, and computer communications hardware</p> <p>Class 38: Communications services, namely, providing telecommunications connections to an electronic communications network; telecommunications services, namely, ISDN services; telecommunications services, namely, DSL services</p> <p>Class 42: Computer services, namely, design and maintenance of local area networks and wide area networks; design of computer networks and systems; dissemination of information relating to computers, computer networks and computer services; design and development of electronic databases; installation, maintenance and repair of computer software; technical support services, namely, troubleshooting of computer hardware, software and network problems via telephone, website, e-mail and in person; security services for computer networks and systems, namely provision of encryption technology, administrative passwords, secure firewalls, and data backup; computer services, namely administration of computer networks and systems for others</p>	
<p>55506-6003.002</p>	<p>CENTERBEAM Serial No: 77757,675 Reg. No: 3,774,309 CenterBeam, Inc.</p>	<p>United States of America</p>	<p>Class 42: Automated IT management services, namely, monitoring the computer systems of others for technical purposes by providing real-time monitoring services to identify issues that may affect the security and stability of computer networks and making changes to the hardware and software used in the network to resolve those issues; computer services, namely, design, maintenance and computer system administration for others of local area networks and wide area networks, and design and development of electronic databases; IT technical support, namely, monitoring of network systems; computer network management services; computer security services, namely, restricting access to and by computer networks to and</p>	<p>Registered App Date: 06/11/2009 Reg Date: 04/13/2010 Section 8 & 15 Due: 04/13/2016</p>

55506-6003.101	CENTERBEAM Serial No: 1440564 Reg. No: TMA775873 CenterBeam, Inc.	Canada	<p>of undesired web sites, media and individuals and facilities by featuring anti-virus, anti-adware and anti-spyware protection services, and providing automatic distribution of critical security updates, and providing multi-layered computer security services to restrict access to computer networks from outside threats; computer software installation, maintenance and repair services; dissemination of information in the field of computers and computer networks; dissemination of information in the field of computer services, namely, the installation, maintenance and repair of computer software</p> <p>Consulting services, namely business management consulting; procurement services, namely, procuring computer hardware, computer software, and peripherals for others; distribution of computer software and hardware and computer systems; computer database management services; Installation, maintenance and repair services in the fields of computers, computer systems, and electronic communications networks; communications services, namely, providing telecommunications connections to the internet; telecommunications services, namely, ISDN services; telecommunications services, namely, DSL services; automated IT management services, namely, providing real-time monitoring services to identify issues that may affect the security and stability of computer networks and making changes to the hardware and software used in the network to resolve those issues; computer services, namely, design, maintenance, and administration of local area networks and wide area networks, design and development of electronic databases, IT support and management services, computer security services, namely, anti-virus protection, anti-adware and spyware protection, automatic distribution of critical security updates, multi-layered security systems to restrict access to computer networks from outside threats, and computer software installation, maintenance, management, and repair services; the operation of a website providing information to others about computers, computer networks and computer services</p>	<p>Registered App Date: 06/05/2009 Reg Date: 08/31/2010</p> <p>Mark Vulnerable to Cancellation If Not Used: 08/31/2013</p> <p>Renewal Due: 08/31/2025</p>
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MoFo Matter Number	Mark/Serial Number/Registration Number/Applicant	Country	Class/Goods and Services	Status
N/A	CENTERBEAM Reg. No: 52187 CenterBeam, Inc.	State of California	Class 35 BUSINESS CONSULTING SERVICES; PROCUREMENT SERVICES; TECHNICAL CONSULTING AND SUPPORT SERVICES CONCERNING ESTABLISHMENT AND OPERATION OF BUSINESSES, MAINTENANCE AND ADMINISTRATION OF COMPUTER NETWORKS AND SYSTEMS, AND SECURITY OF COMPUTER NETWORKS AND SYSTEMS	Registered Reg. Date: 09/28/1999