

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
David Daigle		10/15/2013	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Freedom Telecommunications, LLC		
<b>Street Address:</b>	624 South Grand Avenue		
<b>Internal Address:</b>	Suite 1200		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90017		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
<b>Registration Number:</b>	3849971	LIBERATE YOUR NETWORK!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774688		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	(312)577-8416		
<b>Email:</b>	carole.dobbins@kattenlaw.com		
<b>Correspondent Name:</b>	Carole Dobbins c/o Katten Muchin		
<b>Address Line 1:</b>	525 W. Monroe St.		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Carole Dobbins		
<b>Signature:</b>	/Carole Dobbins/		
<b>Date:</b>	10/15/2013		

CH \$40.00 3849971

**Total Attachments: 14**

source=Trademark & Domain Name Assignment Agreement#page1.tif  
source=Trademark & Domain Name Assignment Agreement#page2.tif  
source=Trademark & Domain Name Assignment Agreement#page3.tif  
source=Trademark & Domain Name Assignment Agreement#page4.tif  
source=Trademark & Domain Name Assignment Agreement#page5.tif  
source=Trademark & Domain Name Assignment Agreement#page6.tif  
source=Trademark & Domain Name Assignment Agreement#page7.tif  
source=Trademark & Domain Name Assignment Agreement#page8.tif  
source=Trademark & Domain Name Assignment Agreement#page9.tif  
source=Trademark & Domain Name Assignment Agreement#page10.tif  
source=Trademark & Domain Name Assignment Agreement#page11.tif  
source=Trademark & Domain Name Assignment Agreement#page12.tif  
source=Trademark & Domain Name Assignment Agreement#page13.tif  
source=Trademark & Domain Name Assignment Agreement#page14.tif

## TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

This TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT (this "Trademark and Domain Name Assignment Agreement"), made effective as of October 15, 2013, is between David Daigle (hereinafter called "Assignor"), and Freedom Telecommunications, LLC, a Delaware limited liability company (hereinafter called "Assignee").

### RECITALS

WHEREAS, Assignor holds certain rights with respect to the trademark set forth in Schedule 1 ("Trademark") and is the registered owner of the trademark registration referenced therein (collectively, the "Trademark Rights");

WHEREAS, Assignor is the owner and registrant of the domain names set forth in Schedule 1 ("Domain Names");

WHEREAS, Assignee and Wilcon Holdings LLC (together with its wholly owned subsidiary Wilshire Operations LLC, "Wilcon"), and the other parties thereto, entered into that certain Membership Interest Purchase Agreement, dated August 8, 2013 (the "Purchase Agreement"), pursuant to which Wilcon agreed, subject to the terms and conditions thereof, to purchase Assignee;

WHEREAS, Assignor benefits from the sale of Assignee to Wilcon; and

WHEREAS, Assignor agrees to assign any and all right, title, and interest in and to the Trademark Rights and the Domain Names to Assignee pursuant to this Trademark and Domain Name Assignment Agreement.

NOW, THEREFORE, pursuant to the Purchase Agreement and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **ARTICLE I. – TRANSFER OF OWNERSHIP**

1.1. Assignor does hereby sell, assign, convey, and transfer to Assignee in perpetuity Assignor's entire right, title and interest in the Trademark Rights for all countries, jurisdictions, and political entities of the world (but only to the extent the Assignor has rights in or to the Trademark Rights in such countries), whether or not registered, including all of Assignor's rights therein provided by international conventions and treaties, and Assignor's rights in any goodwill associated with the Trademark Rights and any goodwill of any business appurtenant to and

symbolized thereby and to all causes of action (either in law or in equity) relating to, and the right to sue, counterclaim and recover for past, present and future infringement and misappropriation of the rights assigned under this Trademark and Domain Name Assignment Agreement. Assignor further agrees to execute and deliver all necessary or reasonably requested documents and assignments and take all necessary and reasonably requested actions as may be requested by Assignee or its successors, assigns, or legal representatives to complete the transfer of all of Assignor's right, title and interest in and to the Trademark Rights to Assignee. Assignor also agrees that a copy of this Trademark and Domain Name Assignment Agreement shall be deemed a full and formal equivalent of any assignment, consent to file or like document, which may be required in any country or region for recordation purposes for any of the foregoing rights conveyed herein.

1.2 Assignor does hereby unequivocally and irrevocably sell, assign, convey, and transfer to Assignee in perpetuity its entire worldwide right, title, and interest in and to the Domain Names, including the registrations therefor, and any common law, statutory, and other rights associated therewith, together with any goodwill associated with the Domain Names and any goodwill of any business associated with the use of the Domain Names, said rights to be held and enjoyed by said Assignee for its own unrestricted use and enjoyment and the use and enjoyment of its successors, assigns, and/or other legal representatives. Assignor further agrees to execute and deliver all necessary or reasonably requested documents and assignments and take all necessary and reasonably requested actions as may be requested by Assignee or its successors, assigns, or legal representatives to complete the Transfer of the registrations of the Domain Names by Assignor to Assignee.

1.3 Assignor hereby covenants, represents and warrants that all right, title and interest to the Trademark Rights are hereby transferred to Assignee free and clear of any and all Liens. Assignor further represents and warrants that (i) the Trademark Rights have not been licensed by Assignor to any party other than Assignee, (ii) to the knowledge of Assignor, there are no pending or threatened claims, proceedings or litigation alleging that the Trademark Rights infringe upon the intellectual property rights of a third party, and (iii) to the knowledge of Assignor, no third party has any right to use or is infringing upon the Trademark Rights. "Lien" means any lien, security interest, encumbrance.

1.4 Assignor hereby covenants, represents, and warrants that all of Assignor's right, title and interest to the Domain Names are hereby transferred to Assignee free and clear of any and all Liens. Assignor further represents and warrants that the Domain Names are registered, that none of the Domain Names are expired, and that all fees, updates, and other reasonably required actions have been taken by Assignor to maintain the registrations of the Domain Names.

1.5 This Trademark and Domain Name Assignment Agreement is binding upon, and inures to the benefit of, the parties and their respective legal representatives, successors, and assigns.

1.6 Assignor acknowledges and agrees that Assignee has hereby acquired all of Assignor's ownership right, title, or interest in or to the Trademark Rights and the Domain Names by virtue of this Trademark and Domain Name Assignment Agreement. Assignor agrees not to challenge the ownership or validity of the Trademark or the Domain Names.

## **ARTICLE II. – MISCELLANEOUS**

2.1 Governing Law. This Trademark and Domain Name Assignment Agreement is governed by and shall be construed in all respects in accordance with the laws of the State of Delaware, without giving effect to the conflict of laws principles thereof.

2.2 Breaches of Assignor Representations and Warranties. Any and all claims made by Assignee for breaches of any representations made by Assignor hereunder shall be made solely under Section 12.3(a)(i) of the Purchase Agreement, with all representations and warranties made herein by Assignor being deemed to be representations and warranties of the "Sellers" (as defined in the Purchase Agreement) for such purposes.

2.3 Amendments. This Trademark and Domain Name Assignment Agreement may not be modified or amended except by an agreement in writing signed by the parties.

2.4 Waivers. The failure of any party hereto at any time to require strict performance by the other party hereto of any provision hereof shall not waive or diminish such party's right to demand strict performance thereafter of that or any other provision hereof.

2.5 Title and Headings. Titles and headings to Articles herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

2.6 Legal Enforceability; Severability. Any provision of this Trademark and Domain Name Assignment Agreement, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction (foreign or domestic), be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. If any provision of this Trademark and Domain Name Assignment Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the other provisions hereof shall not be affected thereby, and there shall be deemed substituted for the provision at issue a valid and enforceable provision as similar as possible to the provision at issue.

2.7 Counterparts; Electronic Signature. The persons executing this Trademark and Domain Name Assignment Agreement in duplicate originals, on behalf of the parties hereto, represent and warrant that they are duly authorized representatives and have authority to execute such Trademark and Domain Name Assignment Agreement on behalf of their respective party. This Trademark and Domain Name Assignment Agreement may be executed in any number of counterparts, all of which

taken together shall constitute one and the same instrument. Each party agrees that the delivery of this Trademark and Domain Name Assignment Agreement by facsimile or by e-mail in Portable Document Format (“PDF”) shall have the same force and effect as delivery of original signature and that each party may use such facsimile or PDF signatures as evidence of the execution and delivery of this Trademark and Domain Name Assignment Agreement by all parties to the same extent that an original signature could be used.

*[Signatures Appear on Following Page]*

IN WITNESS WHEREOF, the parties have caused this Trademark and Domain Name Assignment Agreement to be executed by their duly authorized representatives.

ASSIGNOR, DAVID DAIGLE (in his individual capacity)

(Signature): 

Name: David Daigle

Date: \_\_\_\_\_

State of \_\_\_\_\_ )

)

County of \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that David Daigle personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his free act and deed.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

(Official Seal)

\_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_

*See attached CA Notary*

ASSIGNEE, FREEDOM TELECOMMUNICATIONS, LLC

By: [Signature]  
Name: Jon A. DeLuca

Title: President and Chief Executive Officer

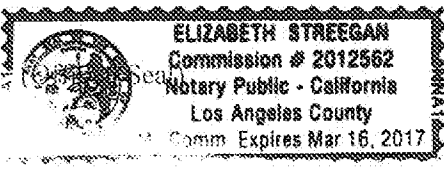
Date: \_\_\_\_\_

State of California )

County of Los Angeles )

I, Elizabeth Streegan, a Notary Public for said County and State, do hereby certify that Jon DeLuca personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his/her free act and deed, and the free act and deed of Assignee, Freedom Telecommunications, LLC.

Witness my hand and official seal, this the 11th day of October, 2013.



[Signature]  
Notary Public

My commission expires March 16, 2017



**ACKNOWLEDGMENT**

STATE OF CALIFORNIA            )  
  )  
COUNTY OF LOS ANGELES        )

On October 11, 200<sup>13</sup>, before me, Cynthia Bloore,  
(here insert name and title of the officer)

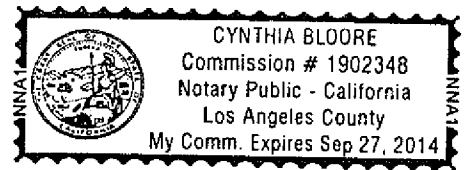
a Notary Public, personally appeared David Daigle,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

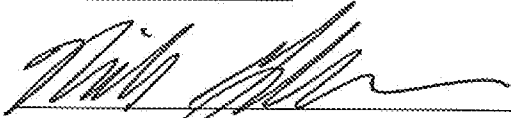
Signature [Handwritten Signature]



(SEAL)

Acknowledged, accepted and agreed for purposes of Section 2.2 only:

**INDIVIDUAL SELLERS:**

  
\_\_\_\_\_  
NICHOLAS GOLDMANN

\_\_\_\_\_  
DAVID DAIGLE

\_\_\_\_\_  
CHRIS PRICE

\_\_\_\_\_  
AHMAD OLOMI

\_\_\_\_\_  
MICHAEL PENDLETON

**NEWCO:**

**FTI EAGLES, INC.**

By: \_\_\_\_\_

Name: David Daigle

Title: President and Chief Executive Officer

Acknowledged, accepted and agreed for purposes of Section 2.2 only:

**INDIVIDUAL SELLERS:**

\_\_\_\_\_  
NICHOLAS GOLDMANN

  
\_\_\_\_\_  
DAVID DAIGLE


\_\_\_\_\_  
CHRIS PRICE

\_\_\_\_\_  
AHMAD OLOMI

\_\_\_\_\_  
MICHAEL PENDLETON

**NEWCO:**

**FTI EAGLES, INC.**

By:   
\_\_\_\_\_  
Name: David Daigle  
Title: President and Chief Executive Officer

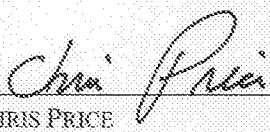
*Signature Page to Trademark and Domain Name Assignment Agreement*

Acknowledged, accepted and agreed for purposes of Section 2.2 only:

INDIVIDUAL SELLERS:

\_\_\_\_\_  
NICHOLAS GOLDMANN

\_\_\_\_\_  
DAVID DAIGLE

  
\_\_\_\_\_  
CHRIS PRICE

\_\_\_\_\_  
AHMAD OLOMI

\_\_\_\_\_  
MICHAEL PENDLETON

NEWCO:

**FTI EAGLES, INC.**

By: \_\_\_\_\_  
Name: David Daigle  
Title: President and Chief Executive Officer

Acknowledged, accepted and agreed for purposes of Section 2.2 only:

**INDIVIDUAL SELLERS:**

\_\_\_\_\_  
NICHOLAS GOLDMANN

\_\_\_\_\_  
DAVID DAIGLE

\_\_\_\_\_  
CHRIS PRICE

  
\_\_\_\_\_  
AHMAD OLOMI

\_\_\_\_\_  
MICHAEL PENDLETON

**NEWCO:**

**FTI EAGLES, INC.**

By: \_\_\_\_\_

Name: David Daigle

Title: President and Chief Executive Officer

Acknowledged, accepted and agreed for purposes of Section 2.2 only:

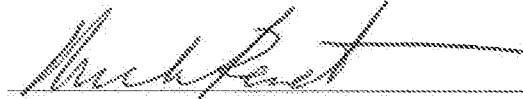
INDIVIDUAL SELLERS:

\_\_\_\_\_  
NICHOLAS GOLDMANN

\_\_\_\_\_  
DAVID DAIGLE

\_\_\_\_\_  
CHRIS PRICE

\_\_\_\_\_  
AHMAD OLOMI



\_\_\_\_\_  
MICHAEL PENDLETON

NEWCO:

FTI EAGLES, INC.

By: \_\_\_\_\_

Name: David Daigle

Title: President and Chief Executive Officer

**Schedule 1: Trademark and Domain Names**

Trademark:

LIBERATE YOUR NETWORK!

Trademark Registration:

Trademark Name	Country Name	Trademark Status	Application Number	Filing Date	Registration Number	Registration Date	Class	Services Description
LIBERATE YOUR NETWORK!	United States of America	Registered	77936015	February 15, 2010	3849971	September 21, 2010	038	Telecommunication services, namely, local and long distance transmission of voice, data, graphics and video by means of broadband, copper and optical or wireless networks

Domain Names:

calfibernet.com  
calfibernet.info  
calfibernet.net  
calfibernet.org  
cupertinodarkfiber.com  
cupertinofiber.com  
cupertinofiber.net  
darkfiberservices.com  
elsegundofiber.com  
elsegundofiber.net  
fiberfreedom.com  
freedomdarkfiber.com  
freedomdarkfiber.net  
freedom-fiber.com  
freedomtelecom.us  
lafibernet.com  
lametrofiber.com  
libertydarkfiber.com  
metrofiberconnect.com

metrofiberconnect.net  
metrofiberconnect.us  
ocmetrofiber.com  
pasadenafiber.com  
pasadenafiber.net  
sanjosedarkfiber.com  
sanjosedarkfiber.net  
santaclaradarkfiber.com  
santaclaradarkfiber.net  
santaclaritafiber.com  
santaclaritafiber.net  
sdmetrofiber.com  
sfdarkfiber.com  
sfdarkfiber.net  
sfmetrofiber.com  
smfibernet.com  
smfibernet.net  
socialfibernet.com  
southbayfiber.com  
southbayfiber.net  
westcoastbroadband.com  
westcoastdarkfiber.com

LEGAL02/34182275v9