

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
Utilipath, LLC		08/14/2013	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA	
Name:	Essentia, Inc.
Street Address:	11020 David Taylor Drive
Internal Address:	Suite 430
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	85877276	ESSENTIA
Serial Number:	85817005	DELIVERING INNOVATIVE NETWORK SOLUTIONS
Serial Number:	85761418	INNOVATING THE FUTURE OF COMMUNICATIONS
Serial Number:	85816981	WE CHANGE THE WAY PEOPLE CONNECT

CORRESPONDENCE DATA	
Fax Number:	3362746590
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	336-271-5215
Email:	afelts@tuggleduggins.com
Correspondent Name:	Alan B. Felts
Address Line 1:	100 N. Greene St.
Address Line 2:	Suite 600
Address Line 4:	Greensboro, NORTH CAROLINA 27401

OP \$115.00 85877276

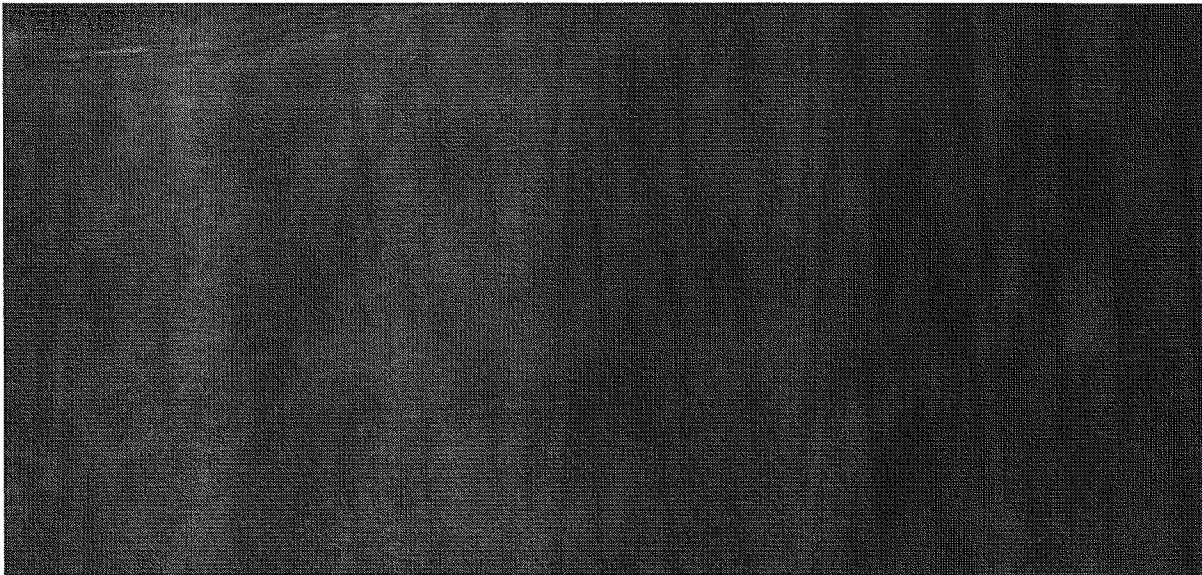
TRADEMARK

NAME OF SUBMITTER:	Alan B. Felts
Signature:	/Alan B. Felts/
Date:	11/18/2013
<p>Total Attachments: 37</p> <p>source=20131118143224394#page1.tif source=20131118143224394#page2.tif source=20131118143224394#page3.tif source=20131118143224394#page4.tif source=20131118143224394#page5.tif source=20131118143224394#page6.tif source=20131118143224394#page7.tif source=20131118143224394#page8.tif source=20131118143224394#page9.tif source=20131118143224394#page10.tif source=20131118143224394#page11.tif source=20131118143224394#page12.tif source=20131118143224394#page13.tif source=20131118143224394#page14.tif source=20131118143224394#page15.tif source=20131118143224394#page16.tif source=20131118143224394#page17.tif source=20131118143224394#page18.tif source=20131118143224394#page19.tif source=20131118143224394#page20.tif source=20131118143224394#page21.tif source=20131118143224394#page22.tif source=20131118143224394#page23.tif source=20131118143224394#page24.tif source=20131118143224394#page25.tif source=20131118143224394#page26.tif source=20131118143224394#page27.tif source=20131118143224394#page28.tif source=20131118143224394#page29.tif source=20131118143224394#page30.tif source=20131118143224394#page31.tif source=20131118143224394#page32.tif source=20131118143224394#page33.tif source=20131118143224394#page34.tif source=20131118143224394#page35.tif source=20131118143224394#page36.tif source=20131118143224394#page37.tif</p>	

BUSINESS REORGANIZATION AGREEMENT

This Business Reorganization Agreement ("Agreement") is made and entered into August 14, 2013, and is effective as of the Effective Time by and among BAXTER MCLINDON HAYES, JR., a resident of Florida ("Baxter"); BAXTER MCLINDON HAYES, III, a resident of Florida ("Lindon"); JARROD TYSON HAYES, a resident of Florida ("Jarrod"); UTILIPATH, LLC, a North Carolina limited liability company ("Utilipath"); and ESSENTIA, INC., a North Carolina corporation ("Essentia"). Baxter, Lindon and Jarrod may be referred to herein individually as a "Member" and collectively as the "Members."

BACKGROUND STATEMENT



TERMS OF AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. Definitions and Usage.

1.1 Definitions. For purposes of this Agreement, the following terms and variations thereof have the meanings specified or referred to in this Section 1.1:

"Account Receivable"-- Any trade or other account or note receivable, the full benefit of all security for such account or right to payment, and any claim, remedy or other right related to any of the foregoing.

"Affiliate" – With regard to a particular Person, any other Person Controlling, Controlled by or under common Control with such particular Person.

"Breach"-- Any breach of, or any inaccuracy in, any representation or warranty or any breach of, or failure to perform or comply with, any covenant or obligation, in or of this Agreement or any other Contract, or any event which with the passing of time or the giving of notice, or both, would constitute such a breach, inaccuracy or failure.

"Business Day"-- Any day other than (a) Saturday or Sunday or (b) any other day on which banks in North Carolina are permitted or required to be closed.

"Closing Date"-- The date on which the Closing actually takes place.

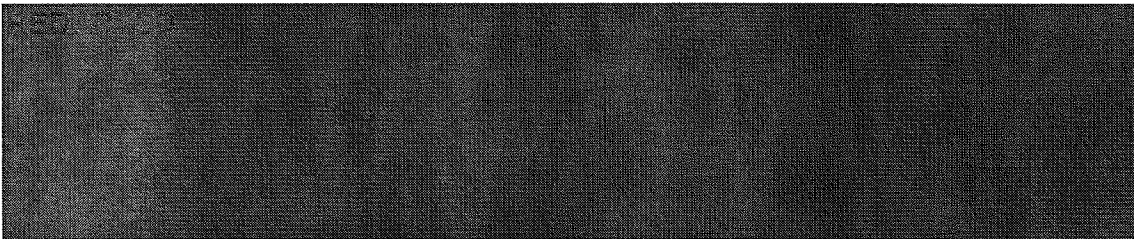
"Code"-- The Internal Revenue Code of 1986 of the United States, as amended.

"Contemplated Transactions"-- All of the transactions contemplated by this Agreement.

"Contract"-- Any agreement, contract, lease, consensual obligation, promise or undertaking (whether written or oral and whether express or implied), whether or not legally binding.

"Control" -- The possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Effective Time"-- 12:00 a.m. (Charlotte, North Carolina, local time) on August 14, 2013.



"Essentia Customers"-- Those customers listed on Schedule 1.1(a).

"Liability"-- With respect to any Person, any liability or obligation of such Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of such Person.

"Loss"-- Any Liability, loss, claim, judgment, damage, fine, settlement, penalty, fee, expense and cost of any kind (including, without limitation, reasonable attorneys' fees).

"Person"-- An individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity.

"Proceeding"-- Any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any governmental body or arbitrator.

"Record"-- Information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Representative"-- With respect to a particular Person, any director, officer, manager, employee, agent, consultant, advisor, accountant, financial advisor, legal counsel or other representative of that Person.

"Supplies"-- All inventories and all other materials and supplies on hand which are used or consumed by Utilipath in its business.

"Tangible Personal Property"-- All machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property (other than Supplies) of every kind owned or leased (wherever located), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto.

"Third Party"-- A Person that is not a party to this Agreement.

1.2 Usage.

(a) Interpretation. In this Agreement, unless a clear contrary intention appears:

- (i) the singular number includes the plural number and vice versa;
- (ii) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (iii) reference to any gender includes each other gender;
- (iv) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;
- (v) reference to any legal requirement means such legal requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any legal requirement means that

provision of such legal requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision;

(vi) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

(vii) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

(viii) "or" is used in the inclusive sense of "and/or";

(ix) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and

(x) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

(b) Legal Representation of the Parties. This Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

2 Transferred Assets; Assumed Liabilities.

2.1 Transferred Assets.

(a) Assets to be Contributed to Essentia. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, but effective as of the Effective Time, in exchange for 1,500 shares of the common capital stock of Essentia, Utilipath shall contribute, convey, assign, transfer and deliver to Essentia, in a tax-free transfer pursuant to §351 of the Code, all of Utilipath's right, title and interest in and to only the following assets ("Assets"):

- (i) the Tangible Personal Property and other assets listed on Schedule 2.1(a)(i);
- (ii) the Supplies listed on Schedule 2.1(a)(ii);
- (iii) the Accounts Receivable listed on Schedule 2.1(a)(iii);
- (iv) the Contracts listed on Schedule 2.1(a)(iv) ("Assigned Contracts") and all work in process or other unbilled revenue related to such Assigned Contracts;
- (v) all data and Records exclusively relating to the Assets;

(vi)

[REDACTED]

(vii)

[REDACTED]

(b) Consents for Assigned Contracts.

[REDACTED]

(c) Pending Customer Approvals.

[REDACTED]

2.2 Liabilities.

(a) Assumed Liabilities.

[REDACTED]

(i)

[REDACTED]

(ii)

(iii)

(iv)

(v)

(b)

(c) Retained Liabilities.

(d) Indemnification for Assumed Liabilities.

3. Distribution of Essentia Stock.

4. Closing.

5. Closing Obligations.

(a)

(i)

[REDACTED]

(iii)

[REDACTED]

(b)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

6. Employees.

[REDACTED]

7. Billings and Accounts Receivable.

[REDACTED]

8. Assistance in Proceedings.

[REDACTED]

[REDACTED]

9. Restrictive Covenants.

(a) [REDACTED]

(b) [REDACTED]

10. [RESERVED].

11. Retention of and Access to Records. [REDACTED]

12. Further Assurances. [REDACTED]

13. Indemnification; Remedies.

(a) Indemnification by Utilipath. [REDACTED]

(i) [REDACTED]

(ii)

REDACTED

(b)

Indemnification by Essentia.

REDACTED

REDACTED

(i)

REDACTED

(ii)

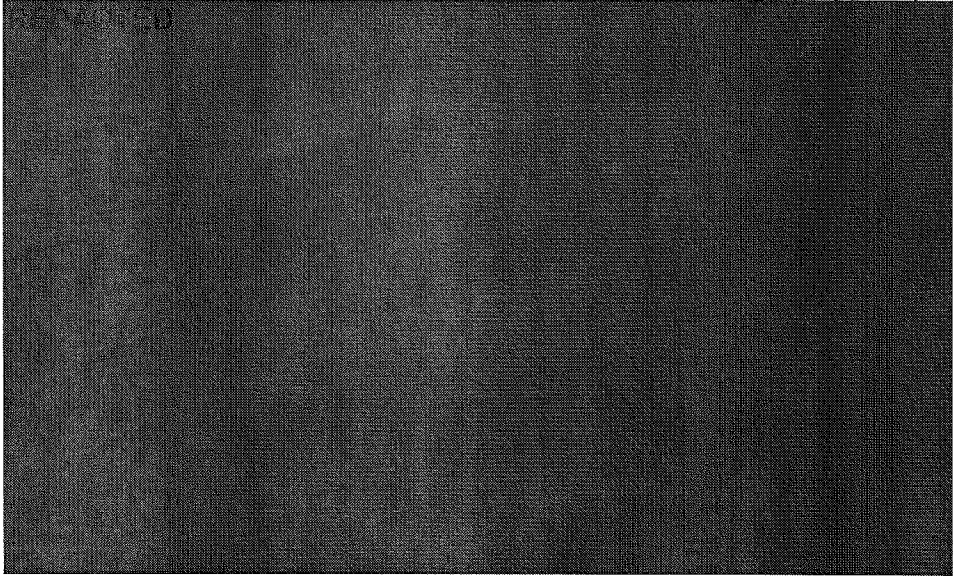
REDACTED

(c)

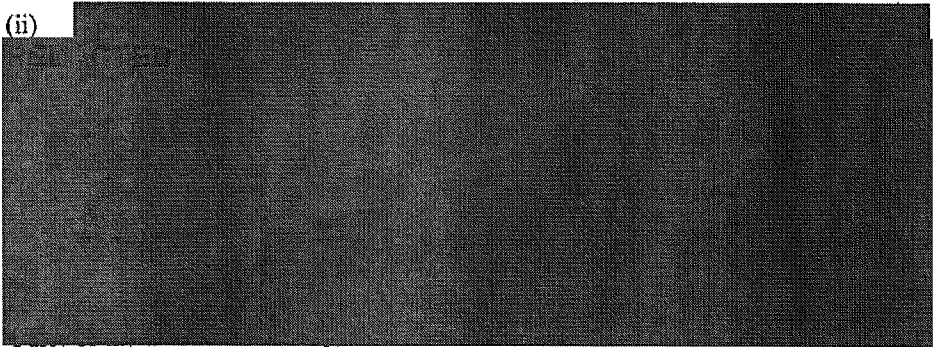
Indemnification Procedure.

(i) REDACTED

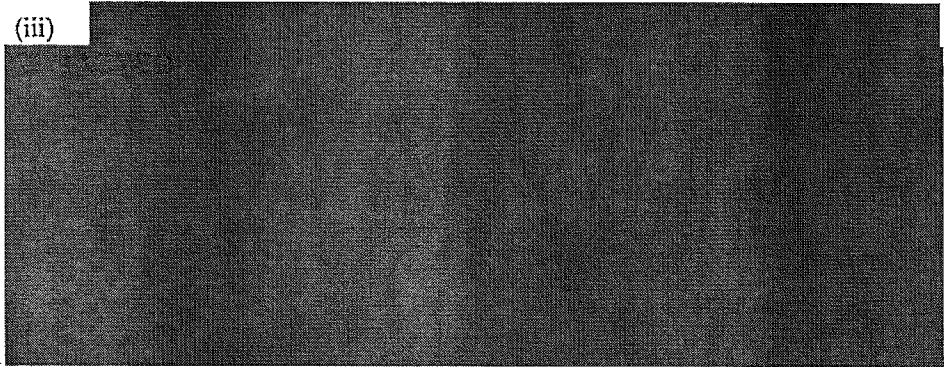
REDACTED



(ii)



(iii)



14. General Provisions.

14.1 Expenses. Except as otherwise provided in this Agreement, Utilipath will bear the respective fees and expenses incurred in connection with the preparation, negotiation, execution and performance of this Agreement and the Contemplated Transactions, including all fees and expense of its and Essentia's Representatives.

14.2 Notices. All notices, consents, waivers and other communications required or permitted by this Agreement shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent by fax or e-mail with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case to the addresses, fax numbers or e-mail addresses and marked to the attention of the person (by name or title) designated all as set forth on Schedule 14.2 attached hereto and made an integral part hereof (or to such other address, fax number, e-mail address or person as a party may designate by notice to the other parties).

14.3 Enforcement of Agreement. The parties acknowledge and agree that irreparable damage would occur if any of the provisions of this Agreement are not performed in accordance with their specific terms and that any Breach of this Agreement by a party hereto could not be adequately compensated in all cases by monetary damages alone. Accordingly, in addition to any other right or remedy to which a party may be entitled, at law or in equity, it shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief to prevent Breaches or threatened Breaches of any of the provisions of this Agreement, without posting any bond or other undertaking.

14.4 Waiver; Remedies Cumulative. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement or any of the documents referred to in this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of that party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement or the documents referred to in this Agreement.

14.5 Entire Agreement; Modification. This Agreement supersedes all prior agreements, whether written or oral, between the parties with respect to its subject matter (including any Shareholders' Agreement or any other agreement among any of the parties hereto) and constitutes (along with the Exhibits and other documents delivered pursuant to this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended, supplemented, or otherwise modified except by a written agreement executed by the party to be charged with the amendment.

14.6 Assignments, Successors and Third Party Beneficiaries. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties. Nothing expressed or referred to in this Agreement will be construed to give any Person other than the parties to this Agreement any legal or equitable right, remedy or claim under or with respect to this Agreement or any provision of this Agreement, except such rights as shall inure to a successor or permitted assignee pursuant to this Section 14.6.

14.7 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

14.8 Construction. The headings of Articles and Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Articles," "Sections" and "Schedules" refer to the corresponding Articles, Sections and Schedules of this Agreement.

14.9 Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.


14.10 Governing Law. This Agreement will be governed by and construed under the laws of the State of North Carolina without regard to conflicts-of-laws principles that would require the application of any other law.

14.11 Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

UTILIPATH, LLC.

By: 
Baxter McLindon Hayes, Jr., Authorized Agent

ESSENTIA, INC.

By: _____
Jarrod Tyson Hayes, President


Baxter McLindon Hayes, Jr., Individually

Baxter McLindon Hayes, III, Individually

Jarrod Tyson Hayes, Individually

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

UTILIPATH, LLC.

By: Baxter McLindon Hayes, Jr., Authorized Agent

ESSENTIA, INC.

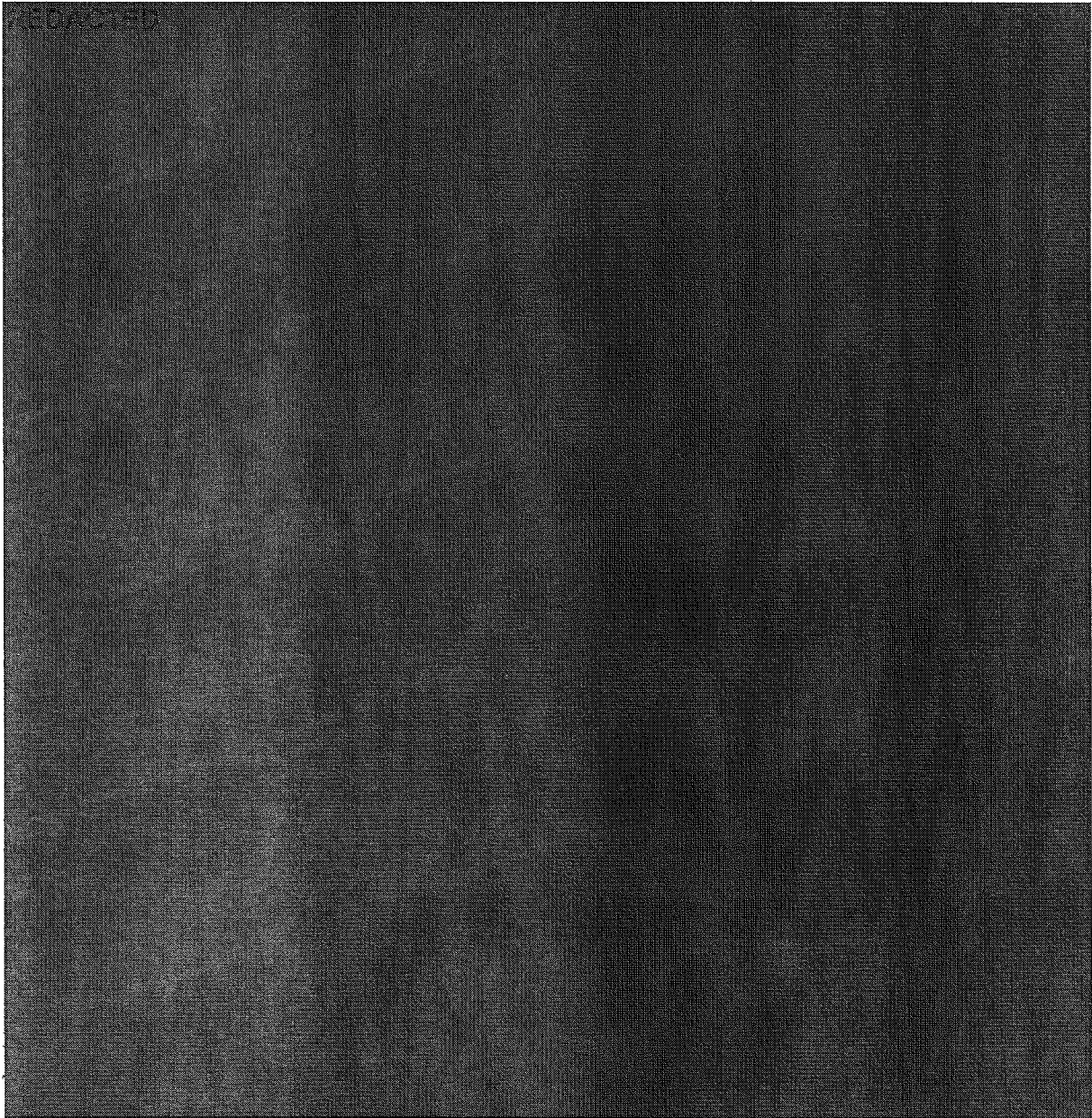
By: Jarrold Hayes
Jarrod Tyson Hayes, President

Baxter McLindon Hayes, Jr., Individually

[Signature]
Baxter McLindon Hayes, III, Individually

Jarrold Hayes
Jarrod Tyson Hayes, Individually

SCHEDULE 1.1(a)
ESSENTIA CUSTOMERS



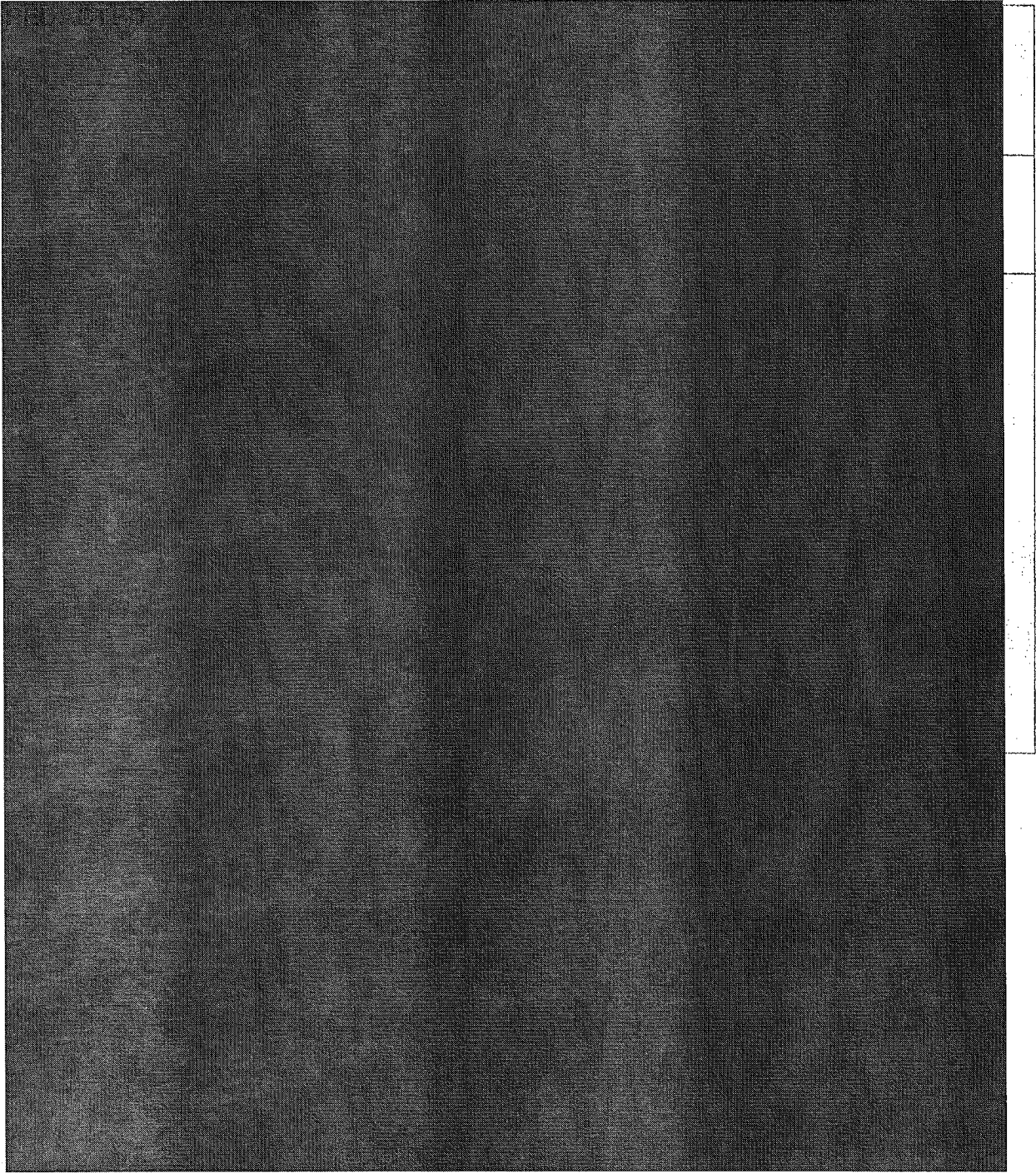
SCHEDULE 2.1(a)(i)
TANGIBLE PERSONAL PROPERTY AND OTHER ASSETS

See attached schedules.

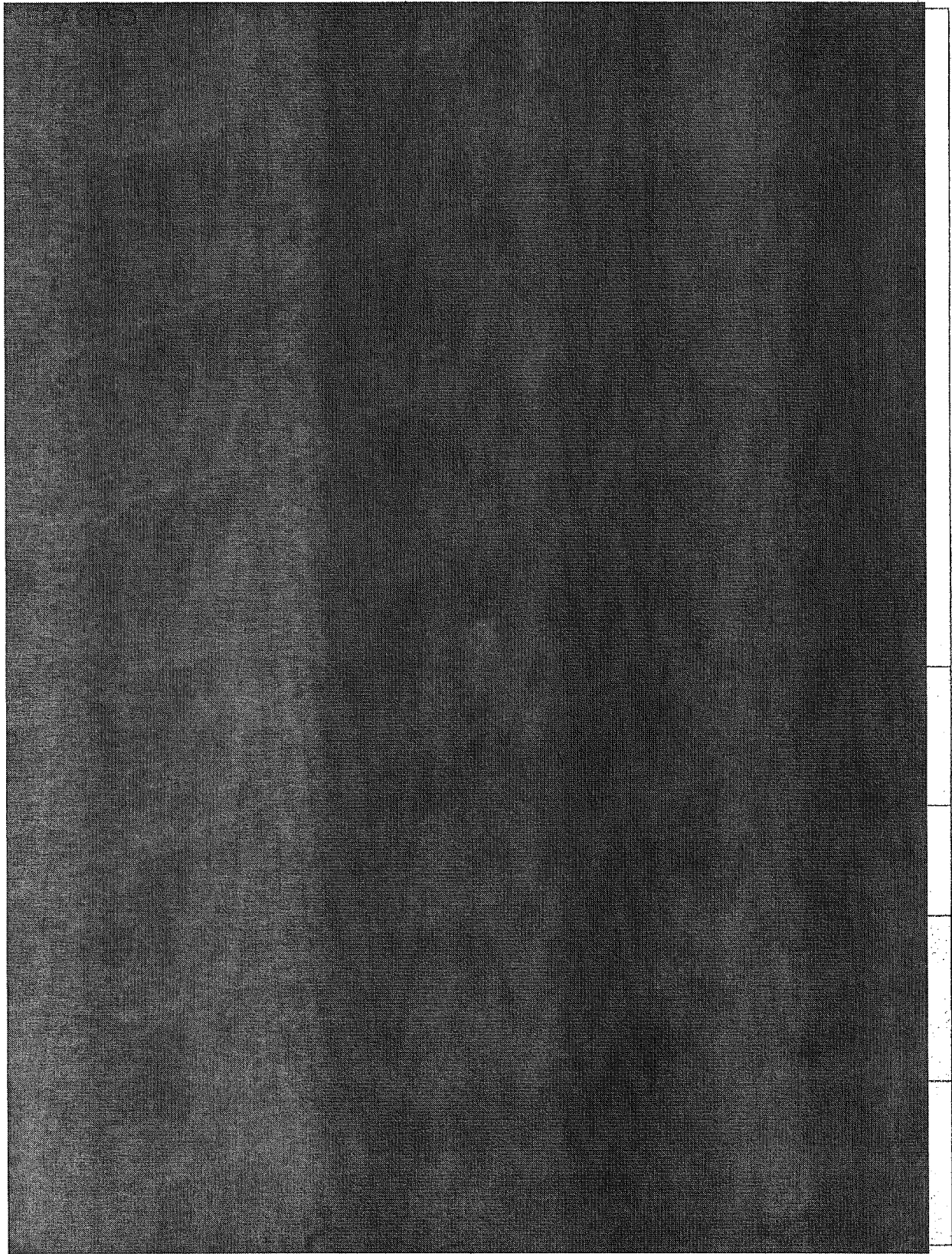
Division

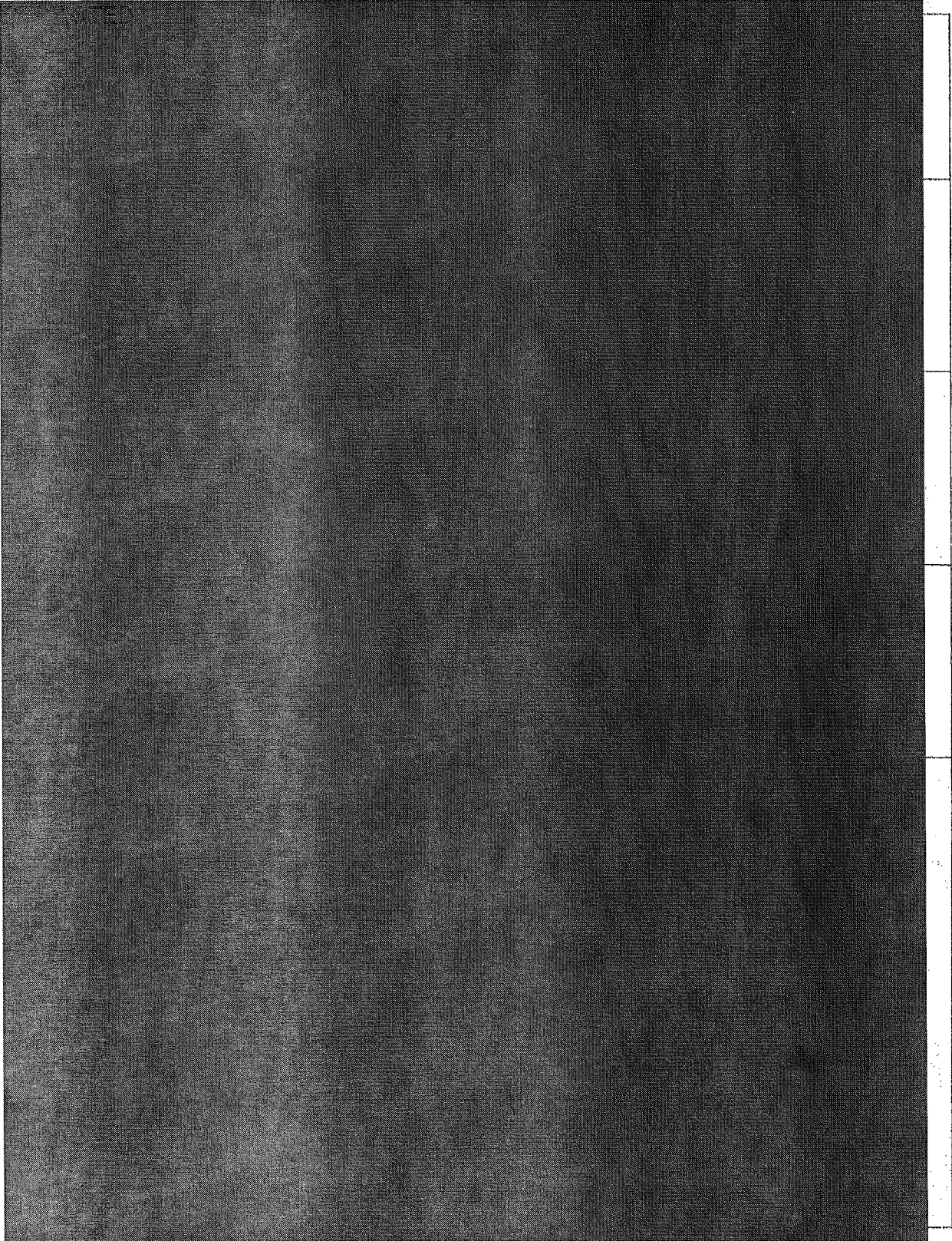
Asset Name

System Model

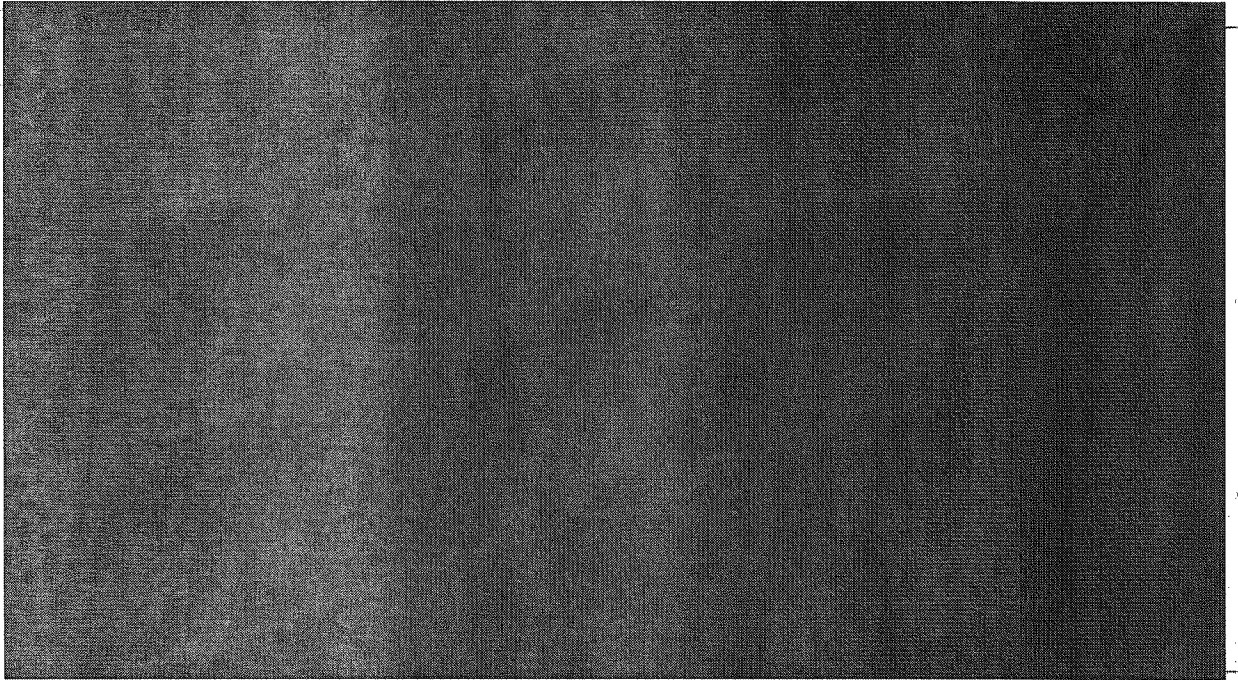


TRADEMARK
REEL: 005156 FRAME: 0207

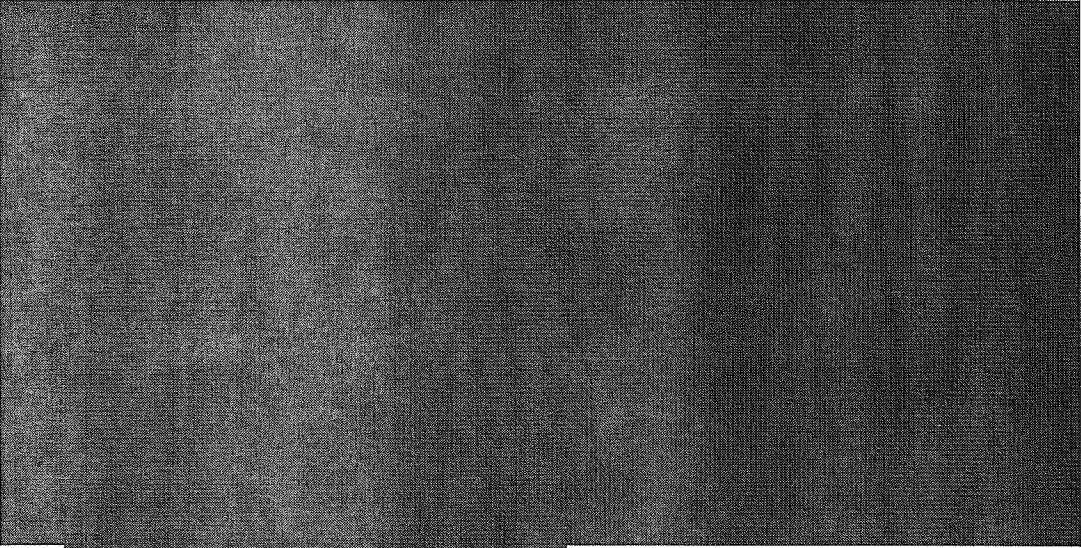




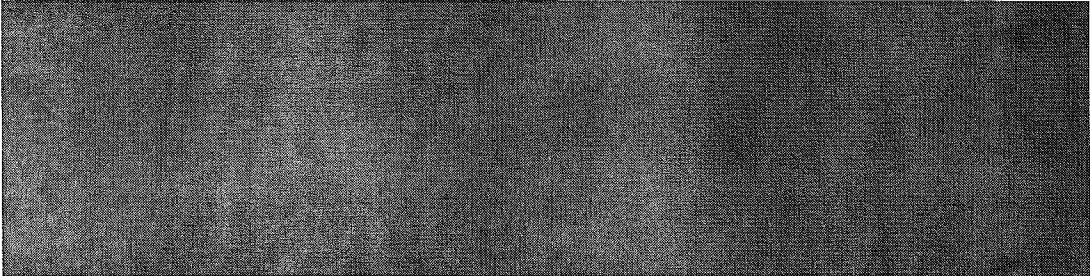
TRADEMARK
REEL: 005156 FRAME: 0209



Standard setup with each computer listed above:

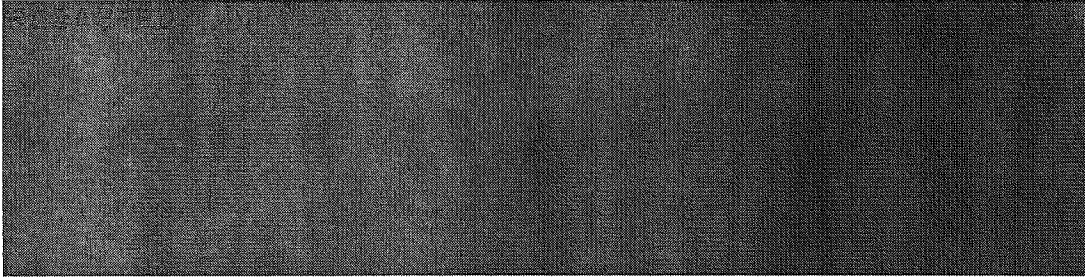


Other Items

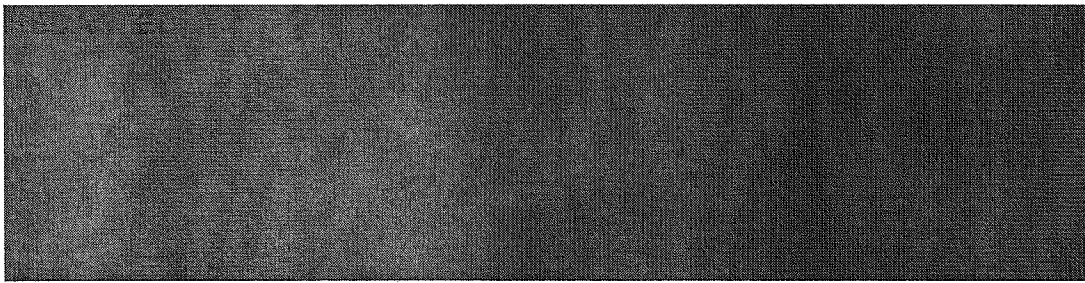


Furniture

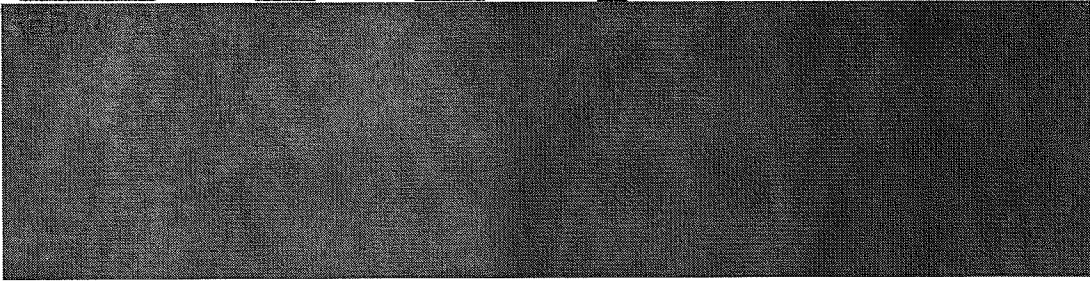
Qty.



Other Items



Device Type Make Model SN

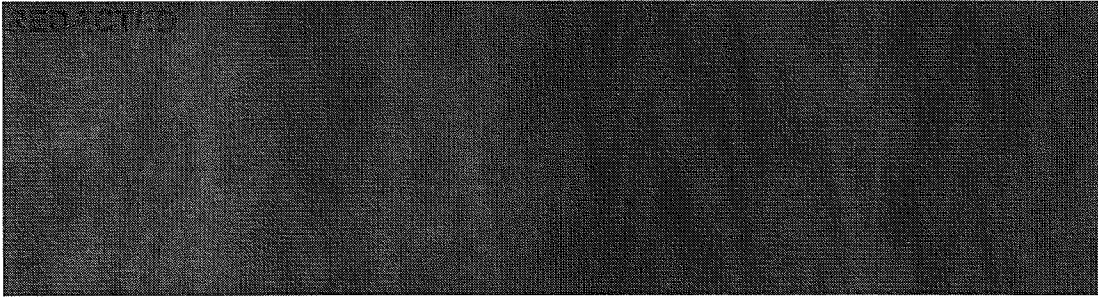


Trademarks

Registration #

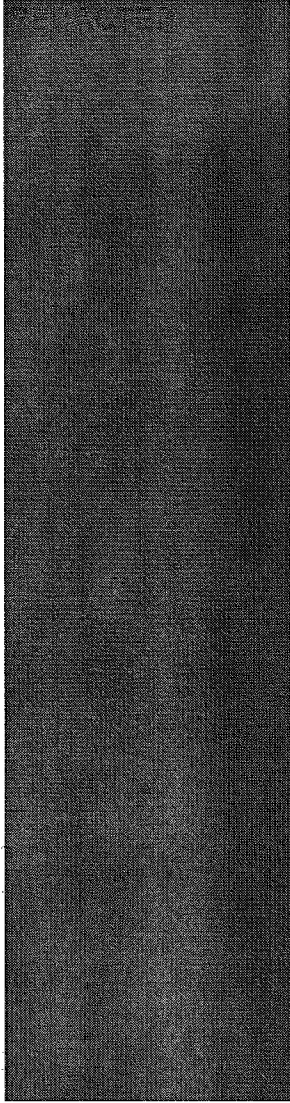
We change the way companies connect	
Delivering innovative network solutions worldwide	85817005
Innovating the future of communications	85761418
We change the way people connect	85816981
Essentia	85877276

URLs

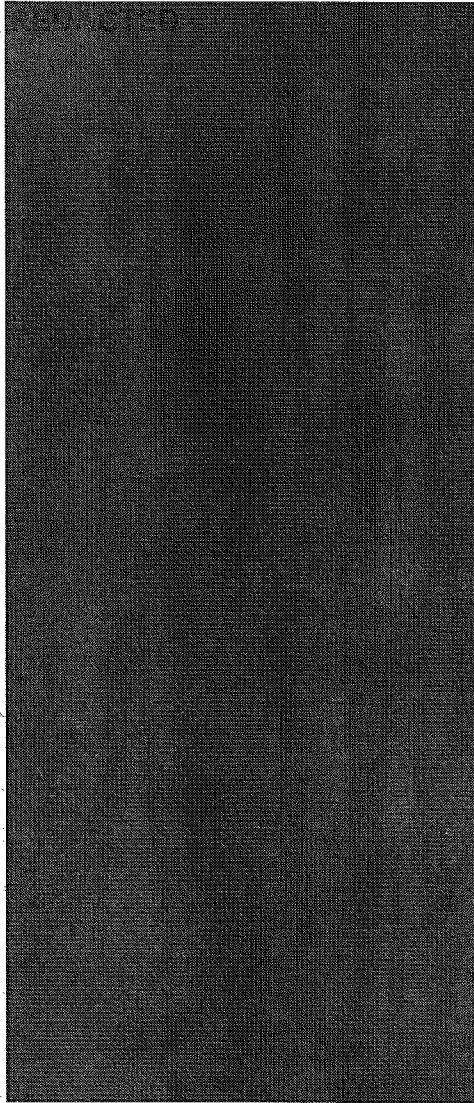


Utilipath, LLC
ISP Major Equipment

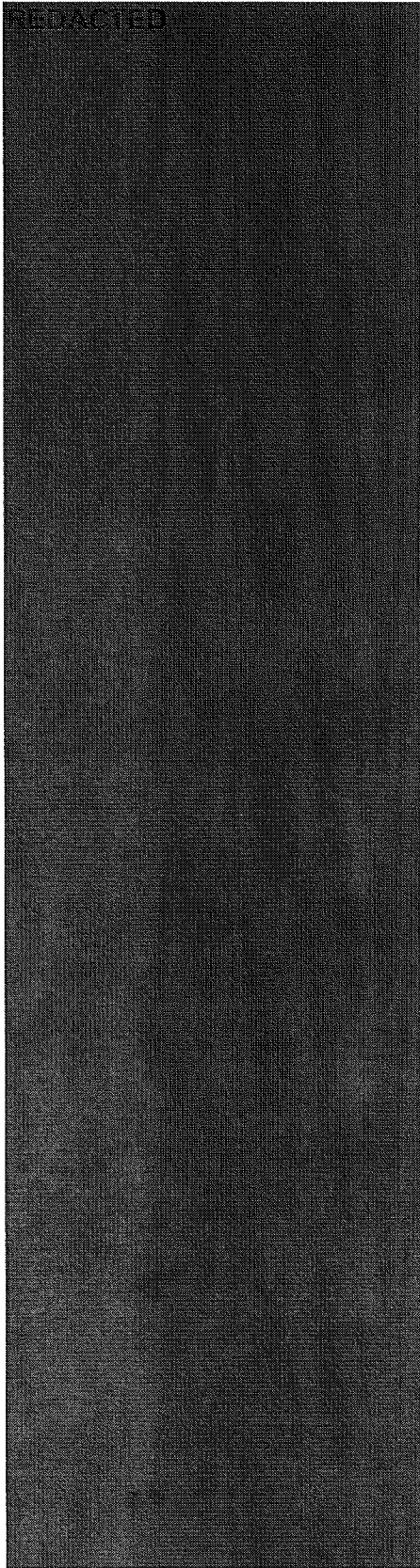
Equipment Number Equipment Description Serial Number License Number



Tools

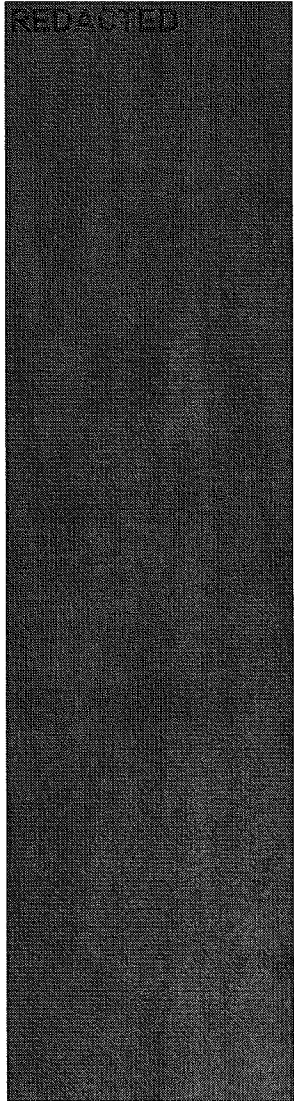


Utilipath, LLC
ECS Notes Receivable Officer
5/31/2013



Utilipath, LLC
ECS Employee Loans/Working Funds
5/31/2013

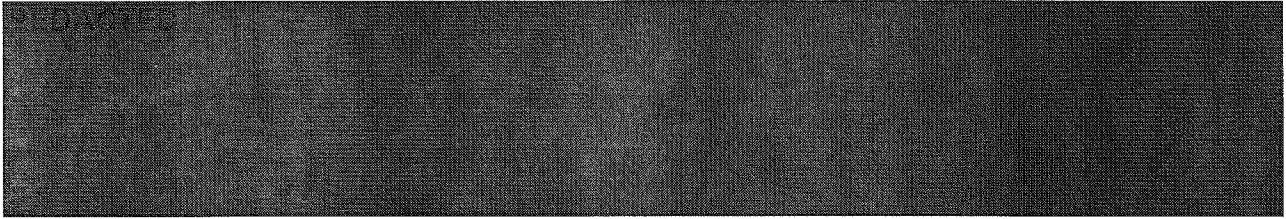
Employee Balance



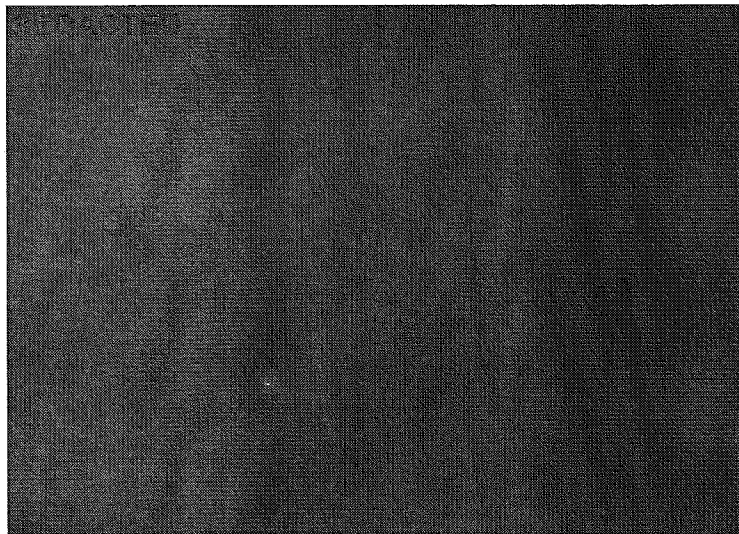
REDACTED

**SCHEDULE 2.1(a)(ii)
SUPPLIES**

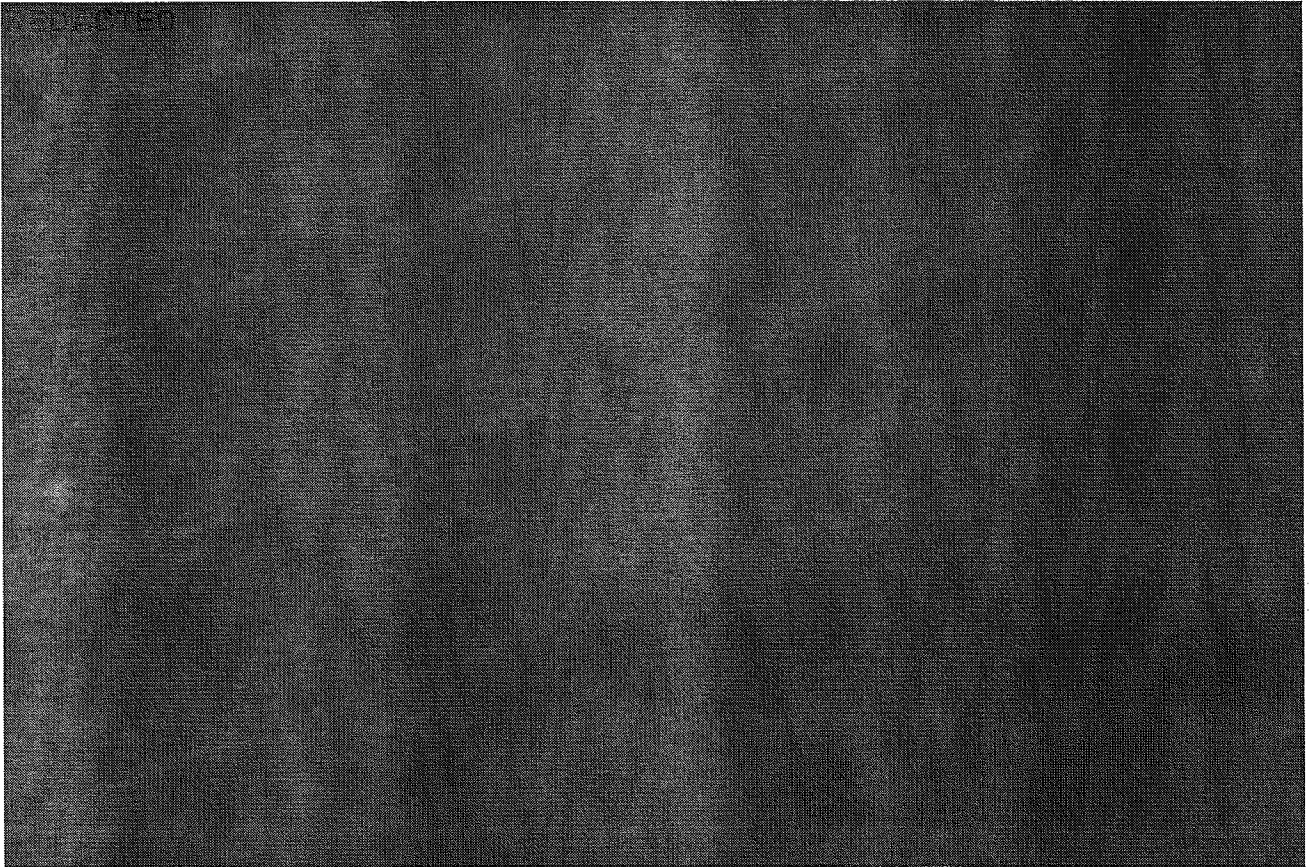
The following inventories and other materials and supplies on hand which are used or consumed by Utilipath in its business will be transferred to Essentia:



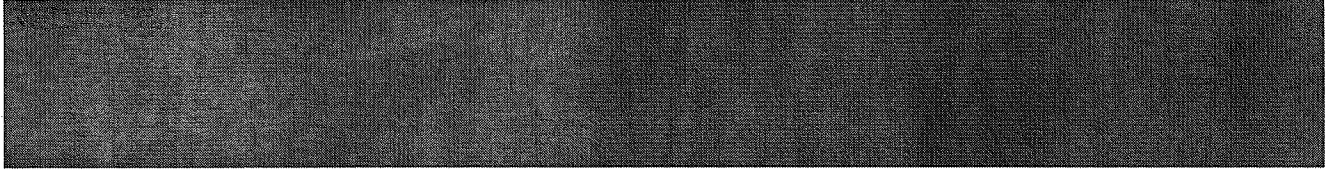
**SCHEDULE 2.1(a)(iii)
ACCOUNTS RECEIVABLE**



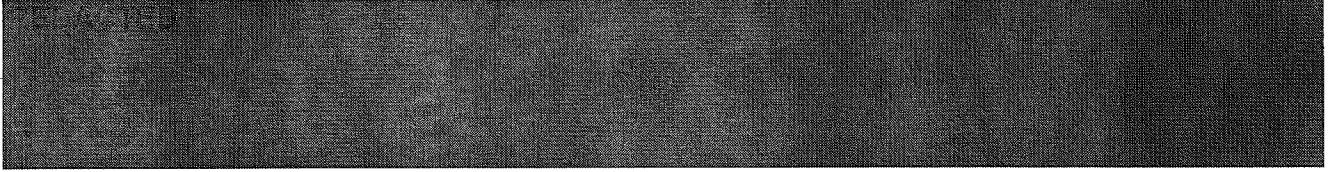
**SCHEDULE 2.1(a)(iv)
ASSIGNED CONTRACTS**



SCHEDULE 2.2(a)(iii)
EMPLOYEE LIABILITIES RETAINED BY UTILIPATH



**SCHEDULE 2.2(a)(v)
ASSUMED LIABILITIES**



**SCHEDULE 6
ESSENTIA EMPLOYEES**

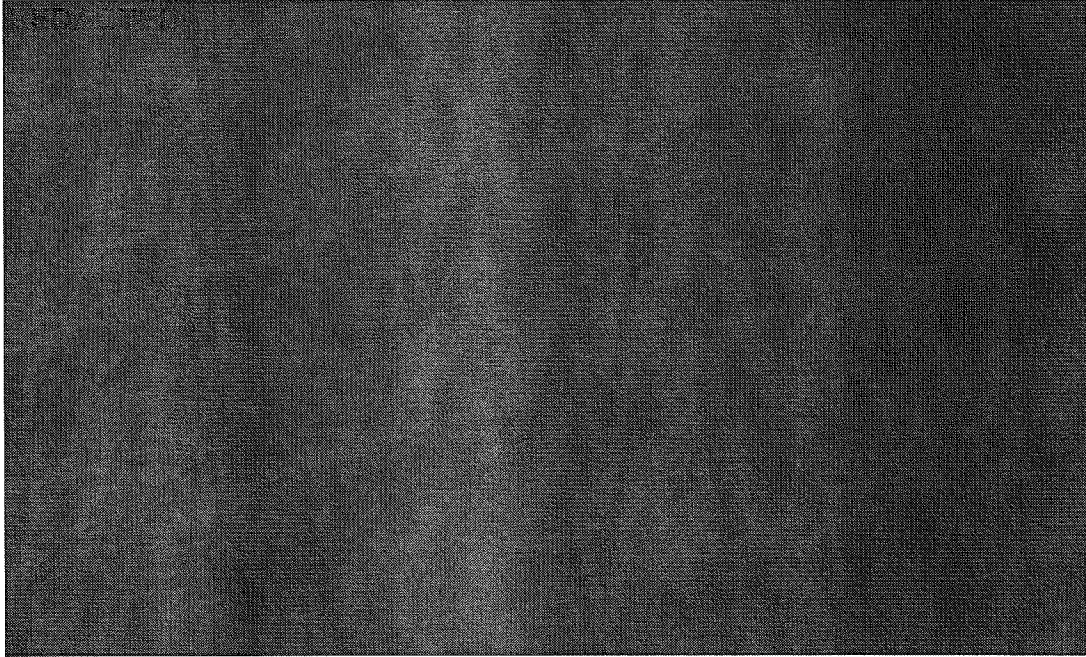


**SCHEDULE 9(a)
RESTRICTED CUSTOMERS**

Customer

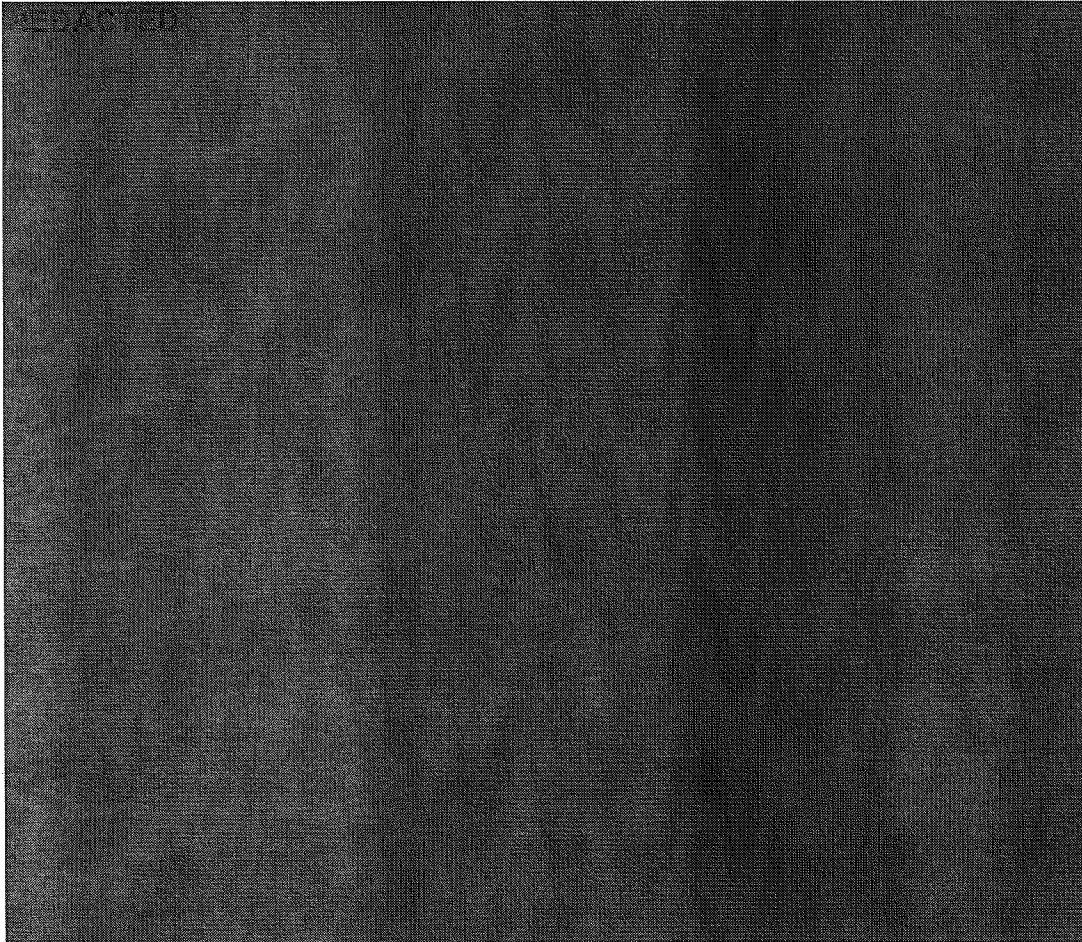
End User

Location



Customer	End User	Location
REDACTED		

**SCHEDULE 15.2
NOTICE ADDRESSES**



**EXHIBIT 5(a)(i)
CONTRIBUTION AGREEMENT**

