

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301734

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
FREECONFERENCE.COM, INC.		05/15/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IOTUM GLOBAL HOLDINGS, INC.		
<b>Street Address:</b>	1205 St. Clair Ave. W., Suite 106		
<b>City:</b>	Toronto, ON M6E 1B5		
<b>State/Country:</b>	CANADA		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3103682	GLOBALCONFERENCE.COM	
<b>Registration Number:</b>	2958818	FREE CONFERENCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4049656596		
<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>	4048853678		
<b>Email:</b>	trademarks@troutmansanders.com		
<b>Correspondent Name:</b>	Sofia Jeong		
<b>Address Line 1:</b>	600 Peachtree St. NE, Suite 5200		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>ATTORNEY DOCKET NUMBER:</b>	243811.7 FREECONFERENCE		
<b>NAME OF SUBMITTER:</b>	Sofia Jeong		
<b>SIGNATURE:</b>	/sj/		
<b>DATE SIGNED:</b>	04/16/2014		
<b>Total Attachments: 5</b>			
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TRADEMARK

May 15, 2013

Iotum Global Holdings Inc.,  
c/o Iotum Inc., Suite 106,  
1205 St. Clair Ave. W.  
Toronto, Ontario  
M6E 1B5

Attn: Jason Martin

Re: That certain Asset Purchase Agreement (the "Purchase Agreement") between Iotum Global Holdings Inc., a Delaware corporation (the "Buyer") and Global Conference Partners, a California corporation (the "Seller")

Ladies and Gentlemen:

This letter agreement ("Agreement") is being entered into as an inducement to the consummation of the transactions contemplated by the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Defined Terms. Capitalized terms used herein but not defined herein are used herein as defined in the Purchase Agreement.

2. Intellectual Property Rights. Holdings and Seller acknowledge and agree that the intent of the Buyer and the Seller under the Purchase Agreement is that the Buyer acquires all Intellectual Property Rights that relate to, are used in or that have been under development for use in the conduct of the Business. Accordingly, Holdings hereby conveys, sells, transfers and assigns to Buyer, for an aggregate purchase price of \$1.00, all right, benefit, title and interest in or to all Intellectual Property Rights of Holdings that relate to, are used in or that have been under development for use in the conduct of the Business, including without limitation any interest that Holdings owns in the Intellectual Property Rights listed on Schedule I attached hereto.

3. Change of Name. As soon as practicable after the Closing Date, and in any event within 120 days from the Closing Date, Holdings covenants and agrees that it will file an amendment to its constating documents changing its corporate name to one that does not include any trade mark or trade name included in the Purchased Assets.

4. Further Assurances. The parties acknowledge that certain trademark registrations included in the Intellectual Property Rights mistakenly list Global Conference Partners LLC as the registered owner (such Trademark registrations being the "GCP Marks"), including FREECONFERENCE (Reg. No. 3414076), IC INSTANTCONFERENCE (Reg. No. 3421667), IC INSTANT CONFERENCE and design, (Reg. No. 3524149), and GLOBAL CONFERENCE and design (Reg. No. 3523988). The parties further acknowledge that Seller has a good faith belief that the ownership listing of the GCP Marks is correctable upon submission of a request to the United States Patent and Trademark Office ("USPTO") to correct ownership. The parties further agree that that certain Patent License Agreement dated November 16, 2012 and Amendment to Patent License Agreement dated March 29, 2013 between Holdings and Shamrock Innovations, N. Amer., LLC (the "Patent License") may require the consent of Shamrock Innovations before such agreement may be transferred to Buyer. In view of the foregoing, Holdings and Seller covenant and agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be

reasonably necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by the Purchase Agreement and this Agreement, including without limitation requesting consent from Shamrock Innovations to assign the Patent License to Buyer. In addition, when requested by the Buyer from time to time and at the Buyer's expense, Holdings shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as the Buyer may reasonably deem necessary or desirable to evidence and effectuate the transactions contemplated by the Purchase Agreement and this Agreement.

5. Successors and Assigns. Except as otherwise provided in this Agreement, no party hereto shall assign this Agreement or any rights or obligations hereunder without the prior written consent of the other parties hereto and any such attempted assignment without such prior written consent shall be void and of no force and effect. This Agreement shall inure to the benefit of and shall be binding upon the permitted successors and permitted assigns of the parties hereto.

6. Governing Law. This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the internal laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

7. Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument executed by each of the Buyer and the Seller. The parties further agree that this Agreement does not conflict with the terms and conditions of the Purchase Agreement, including without limitation Seller's obligations with regard to Intellectual Property under Section 3.15 of the Purchase Agreement, and hereby waive their rights and release each other from any obligations under the Purchase Agreement that conflict with the terms of this Agreement.

8. Non-Circumvention. The parties covenant and agree that neither party, nor any Affiliate of either party, will take any actions, directly or indirectly, to circumvent, avoid or defeat the purpose and intent of this Agreement.

9. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

10. Entire Agreement. This Agreement contains the entire understanding among the parties with respect to the transactions contemplated hereby.


11. Severability. If any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, then said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect.

12. Transaction Document. This Agreement shall constitute a Transaction Document under the Purchase Agreement.


*[Remainder of page intentionally blank; signature pages follow]*

Very truly yours,

**GLOBAL CONFERENCE PARTNERS**

By:   
Name: Daniel H. Hestger  
Title: VP Operations

**FREECONFERENCE.COM, INC.**

By:   
Name: Daniel H. Hestger  
Title: VP Operations

AGREED AND ACKNOWLEDGED BY:

**IOTUM GLOBAL HOLDINGS INC.**

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

CC: Wildeboer Dellelce LLP  
Suite 800, 365 Bay Street  
Toronto, Ontario M5H 2V1  
Attn: Vaughn MacLellan  
Email: vaughn@wildlaw.ca  
Fax: (416) 361-1790

Patton Boggs LLP  
2000 McKinney Avenue, Suite 1700  
Dallas, Texas 75201  
Attn: Akash D. Sethi  
Fax: (214) 758-1550

Very truly yours,

**GLOBAL CONFERENCE PARTNERS**

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

**FREECONFERENCE.COM, INC.**

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

AGREED AND ACKNOWLEDGED BY:

**IOTUM GLOBAL HOLDINGS INC.**

By: \_\_\_\_\_  
Name: JASON ADRIAN  
Title: PRESIDENT

CC: Wildeboer Dellelce LLP  
Suite 800, 365 Bay Street  
Toronto, Ontario M5H 2V1  
Attn: Vaughn MacLellan  
Email: vaughn@wildlaw.ca  
Fax: (416) 361-1790

Patton Boggs LLP  
2000 McKinney Avenue, Suite 1700  
Dallas, Texas 75201  
Attn: Akash D. Sethi  
Fax: (214) 758-1550

**Schedule I**

Intellectual Property Rights

1. All right, title and interest in and to the name "Freeconference" and all trademarks, service marks, logos, trade dress, trade names, corporate names, Internet domain names and website content related thereto, including all goodwill associated therewith and symbolized thereby, and all applications, registrations and renewals in connection therewith.
2. All right, title and interest in and to the Patent License Agreement dated November 16, 2012 and Amendment to Patent License Agreement dated March 29, 2013 between Holdings and Shamrock Innovations, N. Amer., LLC.
3. All right, title and interest in and to the following trademarks including all trademarks, service marks, logos, trade dress, trade names, corporate names, Internet domain names and website content related thereto, including all goodwill associated therewith and symbolized thereby, and all applications, registrations and renewals in connection therewith:

<u>Mark</u>	<u>U.S. Registration Number</u>
FREECONFERENCE (and design)	3414076
INSTANTCONFERENCE	2719733
IC INSTANTCONFERENCE (and design)	3421667
IC INSTANT CONFERENCE (and design)	3524149
GLOBAL CONFERENCE (and design)	3523988
FREE CONFERENCE	2958818
GLOBALCONFERENCE.COM	3103682
GLOBAL CONFERENCE PARTNERS	3284643