

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM303618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xand Corporation		06/03/2011	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Xand Operations, LLC		
Street Address:	11 Skyline Drive		
City:	Hawthorne		
State/Country:	NEW YORK		
Postal Code:	10532		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3860440	XAND	
Registration Number:	3860441	XAND	
Registration Number:	3860442	XAND	
Registration Number:	3860444	XAND	
Registration Number:	3863434	ADAPTIVE ESTRUCTURE	
CORRESPONDENCE DATA			
Fax Number:	2124466460		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2124464800		
Email:	hayley.smith@kirkland.com		
Correspondent Name:	Hayley Smith, Senior Legal Assistant		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	17483-1 (HS)		
NAME OF SUBMITTER:	Hayley Smith		
SIGNATURE:	//Hayley Smith//		
DATE SIGNED:	05/05/2014		
Total Attachments: 4			

CH \$140.00 3860440

source=XAND Operations Assignment#page1.tif

source=XAND Operations Assignment#page2.tif

source=XAND Operations Assignment#page3.tif

source=XAND Operations Assignment#page4.tif

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is made as of the Closing Date, by and between XAND CORPORATION, a New York corporation ("Assignor"), and XAND OPERATIONS, LLC, a Delaware limited liability company ("Assignee"). Each of the Assignor and the Assignee may be referred to as a "Party" or together as the "Parties."

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of June 3, 2011, by and among XAND Corporation, Lee S. Weinstein, ABRY Senior Equity III, L.P., XAND HOLDINGS, LLC, XAND OPERATIONS, LLC and XAND CLEC, LLC (the "Purchase Agreement"), pursuant to which, among other things, (1) Assignor has agreed to sell, assign, and transfer to Assignee, and Assignee has agreed to purchase and accept from Assignor, the Operating Assets, and (2) Assignor has agreed to transfer to Assignee, and Assignee has agreed to assume, the Assumed Liabilities;

WHEREAS, Assignor desires to assign, transfer, and convey to Assignee, and Assignee desires to accept and receive from Assignor, Assignor's entire right, title and interest in and to the Operating Assets, and Assignee desires to pay, perform and discharge the Assumed Liabilities; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignor and Assignee agree as follows:

1. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. As of the date hereof, Assignor hereby assigns, transfers, conveys, and sets over to Assignee all of Assignor's right, title and interest in and to the Operating Assets in accordance with the Purchase Agreement.
3. As of the date hereof, Assignee hereby accepts the assignment of the Operating Assets and affirmatively and unconditionally assumes and agrees to pay, perform and discharge all of the Assumed Liabilities in accordance with the Purchase Agreement.
4. Notwithstanding anything to the contrary herein, this Agreement shall not constitute a transfer or an assignment to the Assignee of any Operating Asset for which Consent or Required Consent is required pursuant to the Purchase Agreement and such Consent or Required Consent has not been obtained as of the date hereof.
5. Further Assurances. At any time or from time to time on or after the Closing Date, each Party hereto shall execute, deliver, file and record, or cause to be executed, delivered, filed and recorded, such further instruments, consents and other documents, and take, or cause to be taken, such further actions, as the other Parties hereto may reasonably

request as being necessary or advisable to effect or evidence the transactions contemplated by this Agreement.

6. No Modification. This Agreement is made pursuant to the Purchase Agreement. Notwithstanding anything to the contrary contained in this Purchase Agreement, nothing contained herein is intended to or shall be deemed to limit, restrict, modify, alter, amend or otherwise change in any manner the rights and obligations of the Assignor or the Assignee under the Purchase Agreement, and in the event of any conflict between the terms and provisions hereof and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

7. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each Party.

8. Successors and Assigns. This Agreement is made for the benefit of, and shall be binding upon, inure to the benefit of and be enforceable by, the Parties hereto and the Parties' respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any rights, interests, benefits, claims, causes of action, remedies or any other rights of any nature whatsoever under or by reason of this Agreement.

9. Severability. In the event that any provision contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of such invalidity, illegality or unenforceability without invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provision in any other jurisdiction.

10. Section Headings. The section headings contained in this Agreement are inserted for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

11. Governing Law. This Agreement and any disputes arising from or related hereto shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of New York.

12. Counterparts. This Agreement may be executed in two or more counterparts (including by means of facsimile), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or e-mail delivery (in Adobe PDF format) shall be effective as delivery of a manually executed counterpart of this Agreement.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

XAND CORPORATION

By: _____ *LWS*

Name: Lee S. Weinstein

Title: President

ASSIGNEE:

XAND OPERATIONS, LLC

By: _____

Name:

Title:

[Assignment and Assumption Agreement Signature Page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

XAND CORPORATION

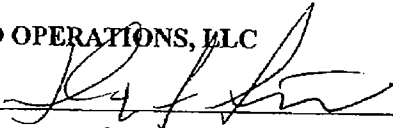
By: _____

Name:

Title:

ASSIGNEE:

XAND OPERATIONS, LLC

By:  _____

Name: *DAVID F. STROUVAS*

Title: *CEO*

[Assignment and Assumption Agreement Signature Page]