

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM307551

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1 PHONE LLC		06/13/2014	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	YouRoam Inc.		
Street Address:	525 W 50th Street		
City:	Miami Beach		
State/Country:	FLORIDA		
Postal Code:	33140		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86269562	YOUROAM	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9257088494		
Email:	marcos@youroam.com		
Correspondent Name:	Marcos Cunha		
Address Line 1:	525 W 50th Street		
Address Line 4:	Miami Beach, FLORIDA 33140		
NAME OF SUBMITTER:	Marcos Cunha		
SIGNATURE:	/marcos cunha/		
DATE SIGNED:	06/13/2014		
Total Attachments: 5			
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OP \$40.00 86269562

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is entered into this 13th day of June, 2014 (the "**Effective Date**") by and between 1 Phone LLC, a limited liability company duly organized and existing under the laws of the State of Florida and having its principal place of business at 2555 Collins Avenue, Apt. 907, Miami Beach, FL 333140 ("**Assignor**") and YouRoam, Inc., a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 525 W. 50th Street, Miami Beach, FL 33140 ("**Assignee**").

A. **WHEREAS**, Assignor owns the entire right, title and interest in and to certain U.S. trademarks and services marks, both registered and unregistered, and applications for trademark and service mark registrations filed with the United States Trademark Office, as listed in attached Exhibit A (collectively the "**Marks**");

B. **WHEREAS** Assignee desires to acquire all of Assignor's right, title and interest, in and to the Marks together with all the goodwill of the business symbolized thereby, and Assignor desires to assign all such right, title and interest in and to the Marks to Assignee, upon the terms and conditions set forth herein.

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

1. Assignor hereby conveys and assigns to Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks.

2. Assignor shall execute and deliver to Assignee on or before the Effective Date the Trademark Assignment in the form shown in Exhibit B. At any time, and from time to time after the Effective Date, at Assignee's request, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment and confirmation and take such other action, at Assignor's expense, as Assignee may reasonably deem necessary or desirable in order to perfect or otherwise enable the transfer, conveyance and assignment to Assignee and to confirm Assignee's title to the Marks and any and all federal and state trademark registrations thereof or applications therefore. Assignor further agrees to assist Assignee and to provide such reasonable cooperation and assistance to Assignee, at Assignee's expense, as Assignee may reasonably deem necessary and desirable in exercising and enforcing Assignee's rights in the Marks.

3. Within 15 days of the execution of this Agreement, Assignee will pay Assignor the sum of \$10.

4. After the Effective Date, Assignor agrees to make no further use of the Marks or any mark confusingly similar thereto, anywhere in the world, except as may be expressly authorized by the parties in writing, and Assignor agrees to not challenge

Assignee's use or ownership, or the validity, of the Marks.

5. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their successors and assigns, if any.

6. Miscellaneous.

(a) This Agreement, Exhibit A, and the Trademark Assignment whose form is shown in Exhibit B constitute the entire agreement of the parties with regard to the subject matter hereof. No modifications of or additions to this Agreement shall have effect unless in writing and properly executed by both parties, making specific reference to this Agreement by date, parties, and subject matter.

(b) This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Florida, without regard to its conflict of laws principles, and shall be enforceable against the parties in the courts of Florida. For such purpose, each party hereby irrevocably submits to the jurisdiction of such courts, and agrees that all claims in respect of this Agreement may be heard and determined in any of such courts.

(c) This Agreement may be signed by each party separately, in which case attachment of all of the parties' signature pages to this Agreement shall constitute a fully-executed agreement.

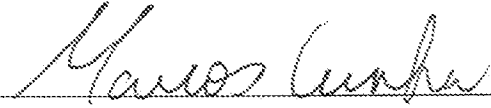
(d) Any provision of this Agreement that is invalid, illegal or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions of this Agreement in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal or unenforceable in any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the day and year above written.

[SIGNATURES ON THE FOLLOWING PAGE]

ASSIGNOR:

1 PHONE LLC

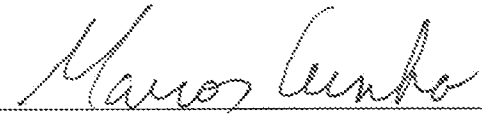


By: Marcos Cunha

Its: Manager

ASSIGNEE:

YOUROAM, INC.



By: Marcos Cunha

Its: Chief Executive Officer

EXHIBIT A

Serial No.	Country	Title/Mark	File Date	REG. No.	REG. Date
86269562	USA	YOUROAM	May 2, 2014		

EXHIBIT B

**IN THE UNITED STATES PATENT AND
TRADEMARK OFFICE TRADEMARK ASSIGNMENT**

WHEREAS, 1 Phone LLC, a limited liability company duly organized and existing under the laws of the State of Florida and having its principal place of business at 2555 Collins Avenue, Apt. 907, Miami Beach, FL 333140 ("Assignor") owns all the right, title and interest in and to the federal trademark registrations of the marks identified in Schedule A hereto (the "Marks"); and

WHEREAS, YouRoam, Inc., a corporation duly organized and existing under the laws of the State of Delaware and having its principal place of business at 525 W. 50th Street, Miami Beach, FL 33140 ("Assignee"), desires to acquire all right, title and interest in and to the Marks, the registrations thereof, and the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby conveys and assigns to Assignee the entire right, title and interest in and to the Marks together with all goodwill of the business represented and symbolized thereby with all rights to sue and recover damages and/or profits for past infringements.

June 13, 2014
Date

1 PHONE LLC

Marcos Cunha

By: Marcos Cunha

Its: Manager