

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308012

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vitality, LLC		06/16/2014	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Onvoy, LLC		
Street Address:	10300 6th Avenue N.		
City:	Plymouth		
State/Country:	MINNESOTA		
Postal Code:	55441		
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3845039	VITELITY	
Registration Number:	4286279	MY SCRIBBIT TRANSCRIBES YOUR VOICEMAILS	
Registration Number:	3973385	SERVERCONNECT	
Serial Number:	86175945	VMOBILE	
CORRESPONDENCE DATA			
Fax Number:	3038013201		
<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:	3038013249		
Email:	jmurray@burlesonllp.com		
Correspondent Name:	John Murray		
Address Line 1:	1700 Lincoln Street, Suite 1300		
Address Line 4:	Denver, COLORADO 80203		
NAME OF SUBMITTER:	John A. Murray		
SIGNATURE:	/jam/		
DATE SIGNED:	06/18/2014		
Total Attachments: 6			
source=Trademark Assignment (Executed) 6-16-14 finalx#page1.tif			
source=Trademark Assignment (Executed) 6-16-14 finalx#page2.tif			

OP \$115.00 3845039

source=Trademark Assignment (Executed) 6-16-14 finalx#page3.tif
source=Trademark Assignment (Executed) 6-16-14 finalx#page4.tif
source=Trademark Assignment (Executed) 6-16-14 finalx#page5.tif
source=Trademark Assignment (Executed) 6-16-14 finalx#page6.tif

TRADEMARK ASSIGNMENT

In consideration of the mutual obligations set forth in the Asset Purchase Agreement dated as of April 24, 2014 by and among Vitelity, LLC, a Colorado limited liability company (“**Seller**”); and Onvoy, LLC, a Minnesota limited liability company (“**Purchaser**”) and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Seller agree as follows:

1. Effective as of June 16, 2014, Seller assigns to Purchaser all right, title and interest of Seller in and to:

- (a) all of Seller’s rights in any trademark, service mark, trade name, or other mark or name (including a product name, service name, brand name, logo or slogan), whether registered or unregistered, owned by Seller and used or held for use by Seller in connection with the operation of the Business (as that term is defined below) as conducted prior to the date hereof, including each domain name identified on Attachment A and each registration and application identified in Attachment B. For purposes hereof, the term “**Business**” shall mean and refer to Seller’s business providing Voice over Internet Protocol (VoIP) services over an IP network that it operates using its owned network equipment and facilities and through agreements with other carriers, vendors, and providers, which services include call origination, such as domestic and international Direct Inward Dialing (DID) lines and Short Messaging Systems (SMS) enabled DIDs; domestic and international termination services; toll free services; collocation; hosted PBX services; e-FAX services; and Mobile Virtual Networks service; and which services are available to both retail and wholesale customers over a web based user portal.
- (b) all of Sellers’ rights in the trade name “Vitelity” and each other name or derivative thereof (including any trade name, fictitious business name or assumed name), under which Seller conduct the Business;
- (c) all of Sellers’ rights in the internet domain names identified on Attachment A, and any other internet domain, social media or similar online names, pages or sites registered or used by Seller;
- (d) to the extent assignable, all of Seller’s rights in all email addresses and other digital addresses or names registered or used by Seller;
- (e) the goodwill related to any marks, names or other rights assigned in (a), (b), (c) and (d) above; and
- (f) all rights to sue for past, present and future infringement, dilution or violation of any of such rights, and all of Seller’s claims against any third parties relating thereto, known or unknown, contingent or non-contingent.

2. Seller shall, from time to time and as necessary, execute and deliver to Purchaser, at Purchaser's expense, all agreements and other documents reasonably necessary to give effect to this Assignment.

3. This Assignment is binding on Seller and its successors and assigns for the benefit of Purchaser and its successors and assigns.

4. This Assignment, the Asset Purchase Agreement (including all items incorporated therein by the terms of the Asset Purchase Agreement) and the "*Transaction Documents*" defined in the Asset Purchase Agreement constitute the entire agreement between the parties as of the date of this Assignment with respect to the subject matter of this assignment and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they have related in any way to the subject matter hereof.

5. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICT OF LAW PRINCIPLES.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have duly executed this Assignment effective as of the 16th day of June, 2014.

SELLER:

BUYER

VITELITY, LLC
A Colorado limited liability company

ONVOY, LLC
a Minnesota limited liability company

By: [Signature]
Name: Christopher Tibaldo (a/k/a Christopher Hall)
Title: President

By: _____
Name: Fred Hendricks
Title: President

Acknowledgement

State of Colorado)
)ss.
County of Douglas)

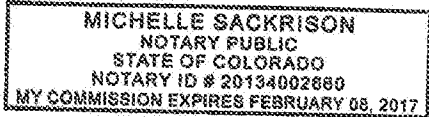
This Trademark Assignment was acknowledged before me this 12th day of June, 2014 by Christopher Tibaldo a/k/a Christopher Hall in his capacity as President of Vitelity, LLC, a Colorado limited liability company.

Witness my hand and official notary seal

(Seal)

[Signature]
Notary Public

For the State of: Colorado



Acknowledgement

State of _____)
)ss.
County of _____)

This Trademark Assignment was acknowledged before me this ___ day of June, 2014 by Fred Hendricks in his capacity as President of Onvoy, LLC, a Minnesota limited liability company.

Witness my hand and official notary seal

(Seal)

Notary Public

For the State of: _____

SIGNATURE PAGE
TRADEMARK ASSIGNMENT

IN WITNESS WHEREOF, the Parties have duly executed this Assignment effective as of the 16th day of June, 2014.

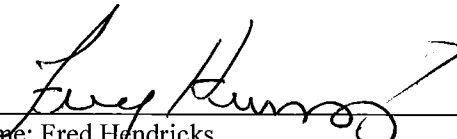
SELLER:

BUYER

VITELITY, LLC
A Colorado limited liability company

ONVOY, LLC
a Minnesota limited liability company

By: _____
Name: Christopher Tibaldo (a/k/a Christopher Hall)
Title: President

By: 
Name: Fred Hendricks
Title: President

Acknowledgement

State of _____)
)ss.
County of _____)

This Trademark Assignment was acknowledged before me this ___ day of June, 2014 by Christopher Tibaldo a/k/a Christopher Hall in his capacity as President of Vitelity, LLC, a Colorado limited liability company.

Witness my hand and official notary seal

(Seal)

Notary Public

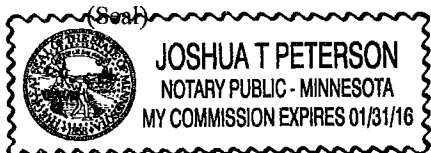
For the State of: _____

Acknowledgement

State of Minnesota)
)ss.
County of Hennepin)

This Trademark Assignment was acknowledged before me this 12th day of June, 2014 by Fred Hendricks in his capacity as President of Onvoy, LLC, a Minnesota limited liability company.

Witness my hand and official notary seal




Notary Public
For the State of: Minnesota

SIGNATURE PAGE

TRADEMARK ASSIGNMENT

**Attachment A
Domain Names**

<p>CALLFROMCLICK.COM CALLFROMCLICK.NET CALLFROMCLICK.ORG DIGITSFORSALE.COM EMAILYOURFAX.COM EMAILYOURFAX.NET FAXENABLE.COM FAXENABLE.NET FAXENABLE.ORG FAXTOYOUREMAIL.COM IAXSERVICE.COM IAXSERVICE.NET IAXSERVICES.COM IAXSERVICES.NET IAXSIP.NET LYNCENABLE.COM LYNCENABLE.NET LYNCENABLE.ORG MYSCRIBBIT.COM MYSCRIBBITS.COM PIMPMYFAX.COM PIMPMYFAX.INFO PIMPMYFAX.NET PIMPMYFAX.ORG SIPCLIENT.ORG SIPENABLE.NET SERVERCONNECT.COM SIPSQUAD.COM SIPSQUAD.NET SIPSQUAD.ORG VIEWMYFAX.COM VIEWMYFAX.NET VITELITYLINK.COM VMSCRIBE.COM VMSCRIBE.INFO VMSCRIBE.NET VMSCRIBE.ORG</p>	<p>VOICEMAILS.NET VOIPSERVICES.NET VITELITY.COM VITELITY.NET VITELITY.ORG SHIFTMOBILE.COM AIRWAYMOBILE.COM AIRWAYMOBILE.NET AIRWAYMOBILITY.COM API.AM CONVERTMYVOICEMAIL.COM HOSTMYPBX.COM C.IM IAX.CC SMARTDIDS.COM SMARTDIDS.NET MYTELEFAX.COM MYTELEFAX.NET MYVITELITY.COM MYVITELITY.NET MYHVOIPSERVICES.NET TELEFAX.COM TELEFAX.NET TELEFAX.ME TELEFAX.NAME TELEFAX.WS TELEFAXNOW.COM THETELEFAX.COM TOLLFREEDIRECT.NET VITELTY.ASIA VITELITY.INFO VITELITY.MOBI VITELITY.NAME VITELITY.TV VITELITY.WS VITELITY.ME VMOBILE.ME VMOBILE.TV</p>	<p>VMOBILE.WS VITEL.NET FAX.AC FAXCENTRAL.NET ISAFAX.COM MYFACSIMILE.COM S.MS SMS.IM MMS.GS SERVERCONNECT.COM TC1.NET SIPCLIENT.NET SIPCLIENT.ORG TESTME.IM INP.ME VITELITYNETWORKSTATUS.COM PORTME.COM EMAILMYSMS.COM MAILMYSMS.NET MAILMYSMS.COM MAILMYTEXT.NET SIPMOBILE.NET SIPMOBILEDEVICES.COM TEXT.GS TEXT.VG TEXTMESSAGE.MOBI TEXTMESSAGE.EMAIL TEXTMESSAGEEMAIL.COM TEXTMAIL.COM TEXTMAIL.NET MYVOICEMAILS.COM TEXTMESSAGE.ORG VOICEMAILS.ME IND.MS MANAGEMYPBX.COM MANAGEMYPBX.NET READMYVOICEMAIL.COM MYEASYDNS.NET</p>
--	---	--

Attachment B
The Trademark Registrations

Country	Mark Name	App. Serial No (Date)	Reg. No (Date)	Owner
U.S.A.	ServerConnect		3,845,039 (9/7/2010)	Vitelity, LLC
U.S.A.	myScribbit		4,286,279 (2/5/2013)	Vitelity, LLC
U.S.A.	Vitelity		3,973,385 (6/7/2011)	Vitelity, LLC
U.S.A.	VMobile *	86,175,945 (01/27/2014)		Vitelity, LLC

* (Trademark Applied, Pending Approval)

ATTACHMENT B