

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM311651

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MicroTechnologies, LLC		06/30/2014	LIMITED LIABILITY COMPANY: VIRGINIA

RECEIVING PARTY DATA

Name:	UNICOM GOVERNMENT, INC.
Street Address:	15535 San Fernando Mission Boulevard
Internal Address:	10 UNICOM SYSTEMS, INC., SUITE 310
City:	Mission Hills
State/Country:	CALIFORNIA
Postal Code:	91345
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77367327	MULTICLASS S3

CORRESPONDENCE DATA

Fax Number: 8188380776
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.
 Phone: 818.838.0606
 Email: joseph.gauthier@unicomglobal.com
 Correspondent Name: Joseph T. Gauthier, Esq.
 Address Line 1: 15535 San Fernando Mission Boulevard
 Address Line 2: UNICOM PLAZA, Suite 310
 Address Line 4: Mission Hills, CALIFORNIA 91345

NAME OF SUBMITTER:	Joseph T. Gauthier, Esq.
SIGNATURE:	/Joseph T. Gauthier/
DATE SIGNED:	07/23/2014

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**IP Assignment**"), dated as of June 30, 2014, is made by MicroTechnologies, LLC ("**Seller**"), a Commonwealth of Virginia limited liability company, located at 8330 Boone Blvd., Vienna, VA 22182, in favor of UNICOM Government, Inc. a Delaware corporation or in its sole and absolute discretion, its designee or assign, including but not limited to any designated affiliate (collectively, "**Buyer**"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, dated as of June 30, 2014 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, all intellectual property of Seller which supports the Business as defined in the Asset Purchase Agreement, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office and the U.S. Copyright Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to the Intellectual Property set forth in Schedules 1 and 2, and a fully paid, non-exclusive, world-wide license, without restrictions, to use the Intellectual Property listed in Schedule 3, and URL registrations and applications listed in Schedule 4, as more particularly described herein, (the "**Assigned IP**"):

(a) the patents and patent applications set forth in Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the "**Patents, Schedule 1**");

(b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks, Schedule 2**");

(c) a fully paid, non-exclusive, world-wide license to the products, without limitation, set forth in Schedule 3 hereto and all upgrades, new versions, fixes, extensions and renewals thereof (the "**Licenses, Schedule 3**");

(d) all right, title, and interest of any kind whatsoever in any Confidential Information, trade secrets, and/or research and development which pertains or relates to the Business being acquired by Buyer;

(e) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(f) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(g) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller authorizes the Commissioner for Patents the Copyright Office, and the Commissioner for Trademarks and any other governmental officials to record and register this IP Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items ("Filings"), to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto, provided that Buyer shall pay all costs associated with such post-Closing Filings and the like.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, and agreements relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, scope, and agreements contained in the Asset Purchase Agreement shall not be restricted and/or superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Virginia, without

giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction).

7. Representations and Warranties. Seller makes no warranty or representation as to the validity or scope of the Licenses, Patents and the Trademarks. Buyer assumes all responsibility and liability for loss or damage caused by a product and manufactured, used or sold by Buyer (including sales by a customer, distributor, or sublicensee).

8. Disputes and Governing Law. Any dispute arising out of or relating to this Agreement, including without limitation its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Commercial Rules of the American Arbitration Association (the "AAA"). The arbitration panel shall consist of a single arbitrator experienced in the enterprise software industry, selected, and agreed to by the parties. If the parties cannot agree upon selection of an arbitrator, then the AAA shall appoint the arbitrator. The place of the arbitration will be Fairfax County, Virginia. The arbitration will be conducted in English. The arbitrator shall apply the substantive law of Virginia. The arbitrator shall provide detailed written findings of fact and conclusions of law in support of any award. Judgment upon any such award may be enforced in any court of competent jurisdiction. Notwithstanding the foregoing, either Party may file an action in any court of competent jurisdiction to enforce its intellectual property rights without first submitting its claim to arbitration, and the Parties hereby submit to the jurisdiction and venue of the federal or state courts located in Fairfax County, Virginia for this purpose. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover all attorneys' fees and costs including, without limitation, arbitration fees and fees of experts.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

MICROTECHNOLOGIES, LLC

By: _____

**Anthony R. Jimenez
Managing Member and CEO**

BUYER:

UNICOM Government, Inc.

By:  _____

**Corry Hong
President & CEO**

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

SELLER:

BUYER:

MICROTECHNOLOGIES, LLC

UNICOM Government, Inc.

By: _____

Anthony R. Jimenez
Managing Member and CEO

By: _____

Corry Hong
President & CEO

SCHEDULES

Schedule 1: Assigned Patents and Patent Applications

Patent:	Status:	Description:	No.:	Date:
Multiclass S3	Recorded	MULTI-CLASS SWITCHING SYSTEM AND ASSOCIATED METHOD OF USE	Patent # 8,442,228	Issued 05/14/2013
S3 Version 2	Filed	INTERNET PROTOCOL SWITCHING SYSTEM AND ASSOCIATED METHOD OF USE	Application # 13665544	Filed 11/1/12

Schedule 2: Assigned Trademarks Registrations and Trademark Applications

Trademark:	Class(es):	Description:	Registration No.:	Renewal Date:
Multiclass S3	9, 38	Secure teleconferencing and video conferencing telecommunications hardware. Teleconferencing and video conferencing services; Providing facilities and equipment for video conferencing.	3,693,371	October 6, 2015

Schedule 3: Fully Paid, World-wide, Non-Exclusive, Perpetual Licenses Granted to Buyer for the following Products: None

Schedule 4: assigned URLs Registrations and Applications

<u>MULTICLASSS3.COM</u>	.COM	2/26/2015	ACTIVE
<u>MULTICLASSS3.INFO</u>	.INFO	2/26/2015	ACTIVE
<u>MULTICLASSS3.NET</u>	.NET	2/26/2015	ACTIVE
<u>MULTICLASSS3.ORG</u>	.ORG	2/26/2015	ACTIVE