

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM326031

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Roam Corporation		12/12/2014	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	XIP, LLC		
<b>Street Address:</b>	401 West Jim Wright Freeway, Suite 113		
<b>City:</b>	White Settlement		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	76108		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4601979	ROAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	214-417-7045		
<b>Email:</b>	jch@xipllc.net		
<b>Correspondent Name:</b>	Roam Corporation		
<b>Address Line 1:</b>	401 West Jim Wright Freeway, Suite 113		
<b>Address Line 4:</b>	White Settlement, TEXAS 76108		
<b>NAME OF SUBMITTER:</b>	J. Carl Henderson		
<b>SIGNATURE:</b>	/J. Carl Henderson/		
<b>DATE SIGNED:</b>	12/12/2014		
<b>Total Attachments: 2</b>			
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source=Roam to XIP Trademark Assignment.12.12.14#page2.tif			

OP \$40.00 4601979

## Assignment of "Roam" Trademark—Roam Corporation to XIP, LLC

This Agreement is made as of December 12<sup>th</sup>, 2014 (the "Effective Date") by and between Roam Corporation, a Texas Corporation, with a Secretary of State File Number of 801625928 (hereafter referred to as Roam), and XIP, LLC, a Texas LLC with a Secretary of State File Number of 801734747 (hereafter referred to as XIP).

*Whereas*, Roam is the owner of the Registered Trademark "Roam" (Registration Number: 4601979), hereafter referred to as the "Trademark".

*Whereas*, Roam desires to assign that Trademark to XIP, LLC.

*Therefore, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, which Roam acknowledges the receipt of, the undersigned Roam does hereby convey unto XIP the Trademark described above on the following terms:*

**1. Grant and Assignment.** Roam acknowledges and agrees that the Trademark described above is owned by XIP in the entirety.

**2. Securing Rights.** Roam agrees to take all steps at the request of XIP to secure for XIP all rights in the Trademark and to protect XIP's rights in the Trademark. Roam appoints XIP as its attorney-in-fact to enable XIP to record, file and prosecute any application for, and acquire, maintain and enforce, any intellectual property rights and any other rights in the Trademark throughout the universe in all languages and in all media and forms of expression and communication now or later developed, including, without limitation, all extensions, renewals and reissues.

**3. Issuance.** Roam authorizes and requests that the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, to issue Trademarks, or other evidence or forms of industrial property protection on applications to XIP, it's successors, legal representatives and assigns, in accordance with the terms of this instrument.

**4. Warranties.** Roam represents that he has full rights to convey the entire rights assigned, that it has not executed, and will not execute, any agreement conflicting with this instrument, and that it has not sold the Trademark to any other person or legal entity. Roam warrants that there are no liens or assessments against the Trademark. Roam further warrants that it has not declared bankruptcy during the period of his ownership of the Trademark.

**5. Successors and Assigns.** This Assignment will inure to the benefit of and be binding upon each of the Parties' respective agents, representatives, officers, directors, employees, assigns, heirs, and subsidiaries.

**6. Full Agreement.** This Agreement states the entire agreement between the parties and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties.

**7. Governing Law.** This Assignment is made under and shall be construed according to the laws of the State of Texas. In the event that this agreement is breached, any and all disputes must be settled in a court of competent jurisdiction in the State of Texas.

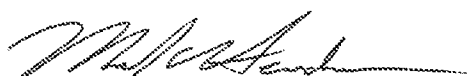
**8. Effective Date.** The effective date of this Assignment shall be the date signed by the parties. If the parties sign on different dates, the effective date shall be the date of the last signature.

**9. Severability.** If any of the provisions of this Assignment are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

**10. Counterparts/Facsimile.** This Assignment may be executed in counterparts, each of which, including those with facsimile signatures, will be deemed an original, but all of which together constitute one and the same agreement.

*In Witness Whereof*, the Roam and XIP execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

**For Roam Corporation**

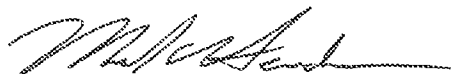


12/12/2014

Mark Alan Henderson  
President

Date

**For XIP, LLC**



12/12/2014

Mark Alan Henderson  
President

Date