

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Youghiogheny Communications-IP, LLC		12/10/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Tionesta, LLC		
Street Address:	2899 NE Loop 410		
City:	San Antonio		
State/Country:	TEXAS		
Postal Code:	78218		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3518814	POCKET COMMUNICATIONS	
Registration Number:	3494536	POCKET COMMUNICATIONS	
Registration Number:	3864721	POCKET COMMUNICATIONS	
Registration Number:	3705919	NOW THAT'S SMART WIRELESS	
Registration Number:	3636226	POCKET TRAVEL	
Registration Number:	3854207	VALUE POCKET	
Registration Number:	3634544	POCKET SMART WIRELESS	
Registration Number:	3634545	POCKET SMART WIRELESS	
Registration Number:	3634553	POCKET SMART WIRELESS	
Registration Number:	3869215	THE WORLD IN YOUR POCKET	
Registration Number:	3520592	POCKET COMMUNICATIONS	
Registration Number:	3769270	POCKET	
Registration Number:	3098763	POCKET COMMUNICATIONS	
Registration Number:	3630692	POCKET SMART WIRELESS	
Registration Number:	3510811	GIVING THE BIG BOYS HELL 24/7 SAN ANTONI	
Serial Number:	85696551	POCKET	
CORRESPONDENCE DATA			
Fax Number:	2102448944		

OP \$415.00 3518814

TRADEMARK

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: 2102448844
Email: wquirk@rpsalaw.com
Correspondent Name: William H. Quirk
Address Line 1: 755 East Mulberry
Address Line 2: Suite 200
Address Line 4: San Antonio, TEXAS 78212

ATTORNEY DOCKET NUMBER:	82097.00002
NAME OF SUBMITTER:	William H. Quirk
SIGNATURE:	/William H. Quirk/
DATE SIGNED:	12/18/2014

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

This ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS (this “**Assignment**”) is made and entered into by and between Youghioghny Communications-IP, LLC, a limited liability company whose address is 2899 NE Loop 410, San Antonio, TX 78218 (“**Assignor**”), and Tionesta, LLC, a limited liability company organized under the laws of the State of Delaware, whose address is 2899 NE Loop 410, San Antonio, TX 78218 (referred to in this Assignment as “**Assignee**”), (collectively the “**Parties**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, sets over, confirms, represents, warrants and agrees as follows:

1 DEFINITIONS.

1.1 For all purposes of this Assignment, “**Commercial Enjoyment**” shall mean creation, ownership, manufacture, import, export, commercialization, reproduction, improvement, modification, adaptation, translation, derivation, distribution, transmission, publication, disclosure, display, performance, use, and any and all other activity directly or indirectly related to the same.

1.2 For all purposes of this Assignment, “**Intellectual Property**” shall mean all right, title and interest relating to Commercial Enjoyment of trademarks and technology, know how, inventions, software works, textual works, graphics, products, and documentation as well as any and all modifications thereof and improvements thereon, that Assignor has heretofore acquired, made or had made or may hereafter acquire, make or have made, including without limitation: (i) any and all related contractual rights, copyrights, patents, trade secrets and all other intellectual

property rights, and all proprietary information relating thereto, which now exist or which may exist in the future; and (ii) all right, title and interest in and to trademarks, together with the goodwill of the business represented and authorized by the trademarks; and (iii) all specific intellectual property assets identified on the attached **Exhibit "A"**; and (iv) any and all Letters Patent or Copyright Registrations that have been or may hereafter be applied therefor or granted thereon in the United States of America and in all foreign countries throughout the world, and any and all applications, filings, continuations, continuations-in-part, extensions, divisions, renewals, reissues, reexaminations or the like therefor; and (v) all claims for damages by reason of past infringement of any of the foregoing, with all right to sue and collect such damages, as well as all rights to enforce and enjoin or recover damages or any other legally available remedies against any and all others that have infringed or may in the future infringe as much; and (vi) all past, current and/or future rights created by license, permit, consent, waiver, release, settlement or the like, by or from any third parties, whether expressed or implied, relating directly or indirectly to Commercial Enjoyment.

2 TRANSFER OF INTELLECTUAL PROPERTY.

2.1 The Assignor hereby sells, assigns, transfers and sets over, and confirms that he/she has and will sell, assign, transfer and set over, directly or indirectly to Assignee, Assignor's entire right, title, interest, and goodwill in, to and under the Intellectual Property.

2.2 Assignor further agrees that if at any time hereafter Assignor makes any invention or inventions constituting an improvement or improvements on the Intellectual Property described above, Assignor will promptly disclose the same to Assignee, its assigns, or other legal representatives and will, upon request of Assignee, do all lawful acts and make all lawful oaths requisite for filing application or applications for Letters Patent or Copyrights on such

improvement or improvements and for procuring such Letters Patent or Copyrights without additional consideration, but at the expense of Assignee, its assigns or other legal representatives, and that Assignor will at any time, upon request, execute and deliver any and all papers that may be necessary or desirable to assign the entire right, title and interest in and to such invention or inventions, or such application or applications or the Letters Patent or Copyrights issued thereon to Assignee, its assigns or other legal representatives.

3 ASSIGNOR'S REPRESENTATIONS & WARRANTIES. Assignor hereby represents, warrants and agrees that: (i) it owns all right, title and interest in the Intellectual Property being assigned herein; (ii) other than such rights as may already been conveyed to or acquired by Assignee, the interests being conveyed under this Assignment constitute all the right, title and interests that Assignor has or might have in the Intellectual Property; (iii) that Assignor otherwise has the full right to convey the interests herein assigned; and (iv) that Assignor has not executed and will not execute any agreement or assignment in conflict herewith.

4 NECESSARY AID OR INFORMATION. Assignor agrees to reasonably cooperate with Assignee and to execute and cause others under its control to execute all papers that may be necessary or desirable to (i) vest in Assignee or its nominee(s) the entire right, title and interest in, to and under the Intellectual Property and (ii) enable Assignee or its nominee(s) to secure, enforce, protect and maintain the Intellectual Property, in all countries in which Assignee shall elect or be able to do as much.

5 GOVERNING LAW. This Assignment shall be governed by the laws of the State of Texas, excluding its laws regarding conflicts of law.

6 SEVERABILITY. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof.

7 ENTIRETY. This Assignment represents the entire understanding of the Parties with respect to its subject matter. Provided, however, in the event the Parties to this Assignment have previously entered into or otherwise executed assignments or agreements, or made oral or written representations, between each other, this Assignment shall control only with respect to the specific subject matter contained herein and shall not supersede any such previous assignment, agreement or representation to the extent it can be reasonably construed in a manner that is consistent with the terms of this Assignment.

EXECUTED, ACKNOWLEDGED & AGREED:

**ASSIGNOR
YOUGHIOGHENY COMMUNICATIONS-IP, LLC**

By: Paul Posner

Name: Paul Posner

Title: Manager

Date: 12.10.14

**ASSIGNEE
TIONESTA, LLC**

By: Paul Posner

Name: Paul Posner

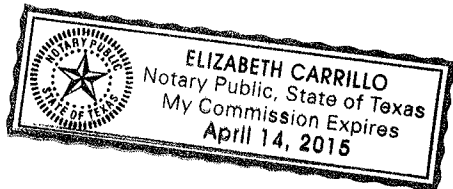
Title: Manager

Date: 12.10.14

ACKNOWLEDGED WITH RESPECT TO ASSIGNOR'S SIGNATURE:

STATE OF TEXAS §
COUNTY OF Bexar §

Before me, a notary public, on this day personally appeared Paul Posner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he was authorized and did in fact execute the same, on behalf of ASSIGNOR, for the purposes and consideration therein expressed and serving in the capacity therein stated.



Elizabeth Carrillo
Notary Public Signature

My commission expires: 4.14.2015

EXHIBIT A

<u>Mark</u>	<u>Registration/Application Number</u>	<u>Registration/Filing Date</u>
POCKET COMMUNICATIONS & Design	3,518,814	October 21, 2008
POCKET COMMUNICATIONS	3,494,536	September 2, 2008
POCKET COMMUNICATIONS	3,864,721	October 19, 2010
NOW THAT'S SMART WIRELESS	3,705,919	November 3, 2009
POCKET TRAVEL	3,636,226	June 9, 2009
VALUE POCKET	3,854,207	September 28, 2010
POCKET SMART WIRELESS	3,634,544	June 9, 2009
POCKET SMART WIRELESS	3,634,545	June 9, 2009
POCKET SMART WIRELESS & Design	3,634,553	June 9, 2009
THE WORLD IN YOUR POCKET	3,869,215	November 2, 2010
POCKET COMMUNICATIONS & Design	3,520,592	October 21, 2008
POCKET & Design	3,769,270	March 30, 2010
POCKET COMMUNICATIONS	3,098,763	May 30, 2006
POCKET SMART WIRELESS & Design	3,630,692	June 2, 2009

GIVING THE BIG BOYS HELL 24/7 SAN ANTONIO TX GO POCKET, GO! & Design	3,510,811	October 07, 2008
POCKET	85/696,551	August 6, 2012