

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM327733

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
SEQUENCE:		1	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MegaPath Group, Inc.		12/31/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	MPGC, LLC		
Street Address:	180 N. LASALLE STREET, SUITE 2430		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2178701	TELESPEED	
Registration Number:	3692486	COVAD	
Registration Number:	2516334	COVAD	
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:	3035838275		
Email:	marcaro@polsinelli.com		
Correspondent Name:	Margaret M Arcaro		
Address Line 1:	1515 Wynkoop Street, Suite 600		
Address Line 2:	Polsinelli PC		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	078740-484890		
NAME OF SUBMITTER:	Margaret Arcaro		
SIGNATURE:	/Margaret Arcaro/		
DATE SIGNED:	12/31/2014		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made as of the 31 day of December, 2014 by MegaPath Group, Inc., a Delaware corporation ("Assignor"), in favor of MPGC, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor has adopted, used or is using certain trademarks registered with the United States Patent and Trademark Office identified on the attached Exhibit A (the "Marks"), in conjunction with Assignor's business, together with the goodwill symbolized thereby;

WHEREAS, Assignor wishes to assign to Assignee all right, title, and interest in and to the Marks and the goodwill symbolized thereby; and

WHEREAS, Assignee desires to acquire all of Assignor's right, title, and interest in and to the Marks, together with goodwill symbolized thereby.

NOW THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, Assignor agrees as follows:

1. Assignment. Assignor hereby conveys, assigns, transfers and sets over unto the Assignee all of the Assignor's right, title and interest in and to the Marks, in the United States of America and any foreign countries, together with the goodwill symbolized thereby, all applications and/or registrations thereof, all common-law rights related thereto, all rights of registration, renewal, and extension, and the right to sue for and collect on all claims for damages and profits by reason of past, present or future infringement of said Marks.
2. Filing of Assignment. Assignor hereby appoints Assignee to file and record this instrument with the United States Patent and Trademark Office.
3. Authority. Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey all its right, title, and interest in the Marks.
4. Assignor Obligations. Assignor hereby covenants and agrees that Assignor, Assignor's successors, legal representatives, or administrators will at any time upon request, without further or additional consideration, but at the expense of the Assignee, its successors, and assigns, execute and deliver such additional papers, instruments, and writings and do such additional acts as said Assignee, its successors, and assigns, may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for, obtaining, and enforcing any of the Marks, including giving testimony in any proceedings or transactions involving the Marks and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

IN TESTIMONY WHEREOF, ASSIGNOR hereunto executes this Assignment on the date indicated below:

ASSIGNOR: MegaPath Group, Inc.

Dated: December 30, 2014



(signature)

By: Steven B. Chisholm
(printed name)

Title: Senior Vice President
Business Development

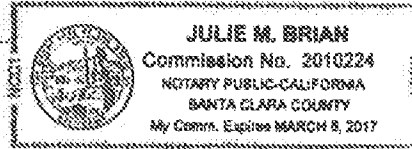
STATE OF California;
COUNTY OF San Jose

On Dec 30, 2014 before me, Julie M. Brian a Notary Public, personally appeared Steven B. Chisholm who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Signature Julie M. Brian

SEAL



ASSIGNEE HEREBY acknowledges the aforesaid statements and accepts the aforesaid assignment, transfer, and conveyance of the Marks and the associated goodwill;

IN TESTIMONY WHEREOF, ASSIGNEE hereunto executes this Assignment on the date indicated below:

ASSIGNEE: MPGC, LLC

Dated:

December 30, 2014



(signature)

By:

Steven B. Orisholm

(printed name)

STATE OF California)
COUNTY OF Santa Clara)

On Dec 30, 2014 before me, Julie M. Brian a Notary Public, personally appeared Steven B. Orisholm who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Signature

Julie M. Brian

SEAL

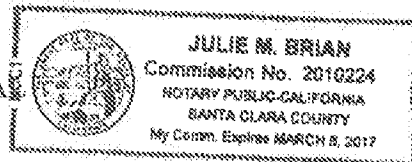



EXHIBIT A

MARKS

Mark	U.S. Reg. No.	Goods/Services	Filing Date	Registration Date
TELESPEED	2,178,701	IC 038: Providing telecommunications connections to a global computer network	11/07/1997	08/14/1998
COVAD	3,692,486	IC 038: Providing telecommunications connections to the Internet and other computer communications networks	03/25/2009	10/06/2009
COVAD and design 	2,516,334	IC 038: Providing high-speed telecommunications connections to a global computer network and to other computer communications networks	10/21/1999	12/11/2001