

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Purple Communications, Inc.		01/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ClearCaptions LLC		
Street Address:	595 Menlo Drive		
City:	Rocklin		
State/Country:	CALIFORNIA		
Postal Code:	95765		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4220546	CC	
Registration Number:	4418905	CLEARCAPTIONS	
Registration Number:	4256102	CLEARCAPTIONS.COM CC	
Serial Number:	86331215	CAPVIEW	
CORRESPONDENCE DATA			
Fax Number:	2026638007		
<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:	2026638000		
Email:	dctm@pillsburylaw.com		
Correspondent Name:	Patrick J. Jennings		
Address Line 1:	1200 Seventeenth Street, NW		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	044089-0000029		
NAME OF SUBMITTER:	Patrick J. Jennings		
SIGNATURE:	/Pat Jennings/		
DATE SIGNED:	01/23/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which is hereby acknowledged, effective as of January 1, 2015, Purple Communications, Inc., a Delaware corporation (“Assignor”), hereby transfers, assigns, and conveys to ClearCaptions LLC, a Delaware limited liability company (“Assignee”), Assignor’s entire worldwide right, title and interest in and to, as well as the goodwill of the trademark registrations, trade names, service marks, and/or trademark applications respectively listed on Schedule A attached hereto (collectively, the “Trademarks”) and made a part hereof, together with all renewals thereof, all income, royalties, profits, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, all common law rights thereto, all damages and payments for past or future infringements thereof, and any and all United States and/or foreign trademark (or service mark) registrations which may be issued on the Trademarks in the future. Together with Assignor’s entire right, title and interest in, as well as the goodwill of the business associated with the Trademarks being assigned to Assignee, are any and all rights and privileges in the United States as well as throughout the entire world associated with same, including the right to sue for any and all past infringements which may have occurred at any time up to the effective date of this Trademark Assignment Agreement.

This Trademark Assignment Agreement may be filed and recorded in any jurisdiction to provide notice of the assignment contemplated hereby including, without limitation, recordation in the records of the United States Patent and Trademark Office. Assignor further agrees to provide all reasonable assistance which may be necessary to perfect the above-described transfer of the Trademarks, to maintain said registrations before both the United States Patent and Trademark Office and the trademark offices of any and all foreign countries, or to otherwise fulfill the provision of or purpose of this Trademark Assignment Agreement. Assignor agrees, at Assignee’s expense, to reasonably cooperate with Assignee in obtaining and/or providing information required in any proceedings relating to the Trademarks.

Assignor further authorizes the Commissioner of Patents and Trademarks of the United States, and the appropriate official in any other country, to issue any and all additional trademark and service mark registrations or amended registrations that have been or may be granted upon any application or petition for same, to Assignee, its successors and/or assigns.

This Trademark Assignment Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of law. This Trademark Assignment Agreement may be signed in counterparts, each of which shall be deemed an original, but together shall constitute a single instrument. Signatures delivered by e-mail or in .pdf or similar format shall be deemed original signatures for purposes of this Trademark Assignment Agreement.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement, effective as of the date first written above.

ASSIGNOR:

PURPLE COMMUNICATIONS, INC.

By: JLL
Name: John Goodman
Title: Chief Legal Officer and Secretary

ASSIGNEE:

CLEARCAPTIONS LLC

By: _____
Name: _____
Title: _____

Signature page to Trademark Assignment Agreement

TRADEMARK
REEL: 005445 FRAME: 0790

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement, effective as of the date first written above.

ASSIGNOR:

PURPLE COMMUNICATIONS, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

CLEARCAPTIONS LLC

By:  _____

Name: Marlinda Hinojosa



Title: Assistant Secretary

Signature page to Trademark Assignment Agreement

TRADEMARK
REEL: 005445 FRAME: 0791

SCHEDULE A

TRADEMARKS

Record Owner	Legal Owner	Country	Mark	Appl. / Reg. No	Filing Date	Registration Date	Status
Purple Communications, Inc.	Purple Communications, Inc.	US	(Design Mark - CC) 	4220546	08/12/11	10/09/12	Registered
Purple Communications, Inc.	Purple Communications, Inc.	US	CLEARCAPTIONS	4418905	09/21/10	10/15/13	Registered
Purple Communications, Inc.	Purple Communications, Inc.	US	(Design Mark - CLEARCAPTIONS.COM CC)  ClearCaptions®	4256102	08/12/11	12/11/12	Registered
Purple Communications, Inc.	Purple Communications, Inc.	US	CAPVIEW	86331215	07/08/14	n/a	Pending