

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341566

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apptera, Inc.		12/12/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Soleo Communications, Inc.		
Street Address:	300 Willow Brook Office Park		
City:	Fairport		
State/Country:	NEW YORK		
Postal Code:	14450		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2953313	APPTERA	
Registration Number:	3738913	BUZZZ ALERT	
Registration Number:	3738912	THE VOICE IN MOBILE ADVERTISING	
Registration Number:	3738911	MOBILEAD XCHANGE	
Registration Number:	3738915		
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:	5099444642		
Email:	rhettb@leehayes.com		
Correspondent Name:	Rhett Barney		
Address Line 1:	601 W Riverside Ave		
Address Line 2:	Suite 1400		
Address Line 4:	Spokane, WASHINGTON 99201		
ATTORNEY DOCKET NUMBER:	S161-0010TMUS		
NAME OF SUBMITTER:	Rhett V. Barney		
SIGNATURE:	/Rhett Barney/		
DATE SIGNED:	05/15/2015		

OP \$140.00 2953313

Total Attachments: 15

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ASSET PURCHASE AGREEMENT
AMONG
SOLEO COMMUNICATIONS, INC. ("Purchaser")
AND
APPTERA, INC. ("Seller")
MADE AS OF DECEMBER 12, 2013

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of December 12, 2013 between Soleo Communications, Inc., a corporation incorporated pursuant to the laws of the State of Delaware, or its assignee (the "Purchaser"), and Apptera, Inc., a corporation incorporated pursuant to the laws of the State of Delaware (the "Seller").

WHEREAS, the Seller carries on the business of mobile advertising and communications; and

WHEREAS, the Purchaser desires to purchase substantially all of the assets used or useful in connection with the operations of the Purchased Business (as defined below) (collectively, the "Purchased Assets") and assume the Assumed Liabilities (as defined below) from Seller, and Seller desires to sell the Purchased Assets and the Purchased Business and transfer the Assumed Liabilities to Purchaser, upon the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE, in consideration of the representations, warranties, covenants and other agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

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CONFIDENTIAL INFORMATION

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“Intellectual Property” means the Intellectual Property Rights owned, licensed, used or held for use in connection with, or that are otherwise related to or required for or in connection with, the Purchased Business.

“Intellectual Property Rights” means:

(i) all patents, copyrights, trademarks (including mastheads, special section headings, column titles and the like), service marks, trade identification, trade dress, trade names, copyrights, formulae, processes, procedures, designs, ideas, strategic and other business plans, research records, inventions, records of inventions, test information, technical information, engineering data, trade secrets, know-how, proprietary information (including proprietary software algorithms and designs), mask work rights, database rights, publicity rights, privacy rights and other rights of a similar nature for which legal protection, statutory, common law or otherwise, may be obtained, in the United States and/or any other country or jurisdiction together with all related manuals, books, files, journals, models, instructions, patterns, drawings, blueprints, plans, designs, specifications, equipment lists, parts lists, descriptions, data, art work, Software, computer programs and source code data related thereto including all current and historical data bases;

(ii) all pending applications to register or otherwise obtain legal protection for any of the foregoing;

(iii) all rights to make application in the future to register or otherwise obtain legal protection for any of the foregoing;

iv) all rights of priority under national Laws and international conventions with respect to any of the foregoing;

(v) all continuations, continuations-in-part, divisions, renewals, extensions, patents of addition, reexaminations, or reissues of any of the foregoing and all related applications therefor;

(vi) all goodwill associated with any of said trademarks, service marks, trade identification, trade dress and trade names; and

(vii) all rights to sue with respect to past and future infringements of any of the foregoing.

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Schedule 5.01(a)(i) Consents and Assignments
Schedule 5.01(a)(vii) Form of Non-Compete Agreement

ARTICLE 2- SALE AND PURCHASE

2.01 **Purchased Assets.** Except as otherwise provided below, upon and subject to the terms and conditions of this Agreement, (i) the Seller agrees to sell, convey, transfer, assign and deliver to the Purchaser, and the Purchaser agrees to purchase from the Seller, as of and with effect from the opening of business on the Closing Date, all of the right, title and interest of the Seller in and to all of the assets used or useful in the conduct of the Purchased Business, free and clear of all Liens (but excluding any Excluded Assets) (collectively, the "Purchased Assets") of every kind and description and wheresoever situated, and (ii) the Seller agrees to transfer and assign all of its rights title and interest in and to the Excluded Patent License to the Purchaser. Without limiting the generality of the foregoing, the assets to be sold and purchased under this Agreement include:

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(g)

(h)

(i)

(j) the goodwill of the Purchased Business, including

(i) the "Apptera" name and all product names and IVR Applications related to the Purchased Business;

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(y) The Intellectual Property listed on Schedules 2.01(g), (h), (i) and (m) include all of the Intellectual Property used or useful in, or required to operate, the Purchased Business immediately following the Closing Date in the same manner as currently conducted by the Seller.

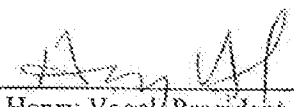
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CONFIDENTIAL INFORMATION

IN WITNESS WHEREOF the parties have executed this Asset Purchase Agreement as of
December _____, 2013.

SELLER
APPTERA, INC.

PURCHASER
SOLEO COMMUNICATIONS, INC.

By: 
Name: Henry Vogel, President and CEO

By: _____
Name: Daniel E. Gallagher, CEO

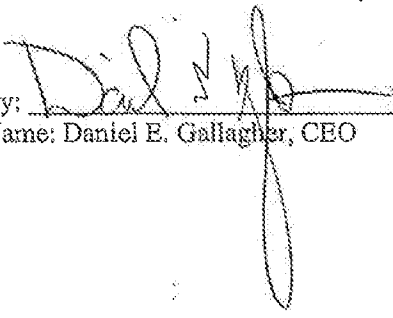
[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

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December _____, 2013.

SELLER
APPTERA, INC.

By: _____
Name: Henry Vogel, President and CEO

PURCHASER
SOLEO COMMUNICATIONS, INC.

By: 
Name: Daniel E. Gallagher, CEO

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

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SCHEDULE 2.01(h)
Owned Intellectual Property

Included Trademarks:

Serial Number	Reg. Number	Word Mark	Visual Mark
78225095	2953313	APPTERA	
77639426	3738913	BUZZZ ALERT	
77639421	3738912	THE VOICE IN MOBILE ADVERTISING	
77639417	3738911	MOBILEAD XCHANGE	
77639434	3738915		Apply Icon with Bull Horn