

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Stock Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Implement.com Corporation		10/18/2013	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	Arkadin, Inc.		
Street Address:	5 Concourse Parkway, Suite 1600		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4485214	IMPLEMENT.COM	
Registration Number:	4612238	IMPLEMENT.COM	
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:	(212) 549-0346		
Email:	dcohen@reedsmith.com		
Correspondent Name:	Darren B. Cohen		
Address Line 1:	Reed Smith LLP, 599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Darren B. Cohen		
SIGNATURE:	/Darren B. Cohen/		
DATE SIGNED:	08/11/2015		
Total Attachments: 11			
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STOCK PURCHASE AGREEMENT

Stock Purchase Agreement dated October 18, 2013 (“**Agreement**”) among Arkadin, Inc., 5 Concourse Parkway, Atlanta, Georgia 30328 (“**Buyer**”) and the persons whose names and addresses appear on the signature page hereof (the “**Shareholders**”) regarding the common stock of implement.com Corporation (the “**Company**”).

RECITALS

The Company is engaged in the business of providing unified communications, hosted Exchange and Lync services, and related other Microsoft based solutions for communications services, including systems integration and engineering (the “**Business**”), and Buyer is in the communications business; and

The Shareholders own, free and clear of all adverse claims, all of the issued and outstanding shares of capital stock, consisting of 5,013,000 shares of no par value common stock of the Company (the “**Shares**”); and

Buyer wishes to acquire the Company by purchasing the Shares, and the Shareholders desire to sell the Shares to Buyer, upon the terms and subject to the conditions set forth herein.

Accordingly, the parties agree to the following terms and conditions.

ARTICLE I.

DEFINITIONS

Section 1.1 Certain Definitions. As used in this Agreement, the following terms shall have the meanings set forth or as referenced below:

“Affiliate” of a Person shall mean any Person that, directly or indirectly, controls, is controlled by or is under common control with such Person.

“Ancillary Agreements” is defined in Section 6.1.

“Base Purchase Price” shall have the meaning set forth in Section 2.2(a).

“Business” shall have the meaning set forth in the Recitals.

“Business Day” shall mean any day when banks in New York City are open for business.”

“Business Plan” means the Business Plan for the Business following the Closing in the form attached hereto as Exhibit E.

“Buyer Damages” shall have the meaning set forth in Section 8.2(a).

"Buyer Indemnified Parties" shall mean Buyer and its successors, assigns and Affiliates, and the agents and employees of any one or more of them.

"Cash Portion" is defined in Section 2.2.

"Claims" shall mean all demands, claims, actions or causes of action, assessments, complaints, directives, citations, subpoenas issued by any Governmental Authority, legal proceedings, orders, notices of potential responsibility, settlements, losses, damages, liabilities, sanctions, costs and expenses, including interest, penalties and fees and disbursements of attorneys and experts.

"Closing" is defined in Section 2.4.

"Closing Balance Sheet" is defined in Section 2.5(b).

"Closing Date" is defined in Section 2.4.

"Closing Working Capital" is defined in Section 2.5(b).

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Company Intellectual Property" is defined in Section 3.18(a).

"Contract" shall mean all contracts, agreements, licenses, leases, commitments, arrangements, sales orders and purchase orders of every kind, whether written or oral, to which the Company is a party or by which its properties or assets may be bound, including without limitation, Contracts between or among the Shareholders, the Company and/or Affiliates of the Company to the extent relating to the Company or its business, but excluding any Customer Contract.

"Current Assets" shall mean, without duplication, the sum of (a) trade and other accounts receivable (other than amounts receivable from Affiliates), (b) consulting fees receivable and (c) prepaid expenses and other current assets, all accounted for in accordance with GAAP, but for purposes of this Agreement, excluding cash and cash equivalents and any amounts due the Company from its Shareholders, officers, directors or employees.

"Current Liabilities" shall mean, without duplication, the sum of (a) trade accounts payable, (b) accrued salaries, fees payable to consultants and independent contractors, bonuses and vacation pay, (c) Taxes payable, and (d) other current liabilities (including, to the extent required under GAAP, current amounts due on capital leases and the Company's lease for its premises), all accounted for in accordance with GAAP, including any unpaid expenses relating to the transactions contemplated by this Agreement, but for purposes of this Agreement, excluding any Debt to be paid by the Company in accordance with this Agreement.

"Customer Contract" shall mean contracts, agreements, arrangements, commitments or other obligations to provide goods and services to customers or clients of the Company.

possesses, free and clear of any Liens all right, title and interest in and to, or has the right to use pursuant to a valid and enforceable license set forth in Section 3.18 of the Disclosure Schedule, all Company Intellectual Property. No Shareholder has any ownership right or interest or other claim to or in respect of Company Intellectual Property. Each item of Company Intellectual Property is valid and subsisting, in full force and effect, and has not been canceled, expired or abandoned. Except as set forth in Section 3.18 of the Disclosure Schedule, no Claims have been asserted against the Company, and no Claims are pending, or to the Knowledge of the Company, threatened, by any Person regarding the use, validity, ownership, enforceability or registerability of any of the Company Intellectual Property, and to the Knowledge of the Company, there exists no basis for such Claim. The conduct of the Business, including the use of the Company Intellectual Property, does not infringe, misappropriate or otherwise conflict with, the rights of any other Person, and to the Knowledge of the Company, no Person has infringed, misappropriated or otherwise conflicted with any of the Company Intellectual Property.

(b) Section 3.18 of the Disclosure Schedule sets forth a complete and accurate list of all agreements pertaining to the use of or granting any right to use or practice any rights under any Company Intellectual Property whether the Company is the licensee or licensor thereunder (each a “**License**” and, collectively, the “**Licenses**”). The Licenses are (i) valid and binding obligations of the Company, enforceable against the Company in accordance with their terms (ii) to the Knowledge of the Company, valid and binding obligations of each other party thereto, enforceable against each such other party in accordance with their terms, and there are no material breaches or defaults under any Licenses. To the Knowledge of the Company, there is no reason each License will not continue to be valid, binding and enforceable on identical terms following the consummation of the transactions contemplated by this Agreement. The Company Intellectual Property constitutes all Intellectual Property that the Company uses in, or deems material for, the conduct of the Business.

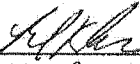
(c) Section 3.18 of the Disclosure Schedule sets forth an accurate and complete list of all Web sites, by URL (the “**Web Sites**”), used by the Company and a description of the lines of business in and purposes for which each such Web Site is used.

Section 3.19 Labor Matters.

(a) Except as set forth on Section 3.19 of the Disclosure Schedule, (i) there is no labor strike, dispute, slowdown, stoppage or lockout actually pending, or to the Knowledge of the Company, threatened against or affecting the Company, and during the past five years, there has not been any such action, (ii) the Company is not a party to or bound by any collective bargaining or similar agreement with any labor organization, or work rules or practices agreed to with any labor organization or employee association applicable to its employees and none of the foregoing is currently being negotiated, (iii) no employee of the Company is represented by any labor organization and there is no union organizing activities among, or any representation question respecting, the employees of the Company within the past five years, (iv) there are no written personnel policies, rules or procedures applicable to employees of the Company, other than those set forth on Section 3.19 of the Disclosure Schedule, true and correct copies of which have been delivered to Buyer, (v) the Company has at all times been in material compliance with all applicable Laws respecting employment and employment practices, terms and conditions of employment, immigration and occupational safety and health, and is not engaged in any unfair

IN WITNESS WHEREOF, the Buyer and the Shareholders have executed this Agreement.

ARKADIN, INC.

By: 
Name: MARK K. ALEXANDER
Title: EVP NORTH AMERICA

Name: Steven Schwartz
Address:

Name: Robert Schwartz
Address:

Name: Mark Goff
Address:

Name: John Sanders
Address:

Name: Jason Holm
Address:

Name: James Chamberlin
Address:

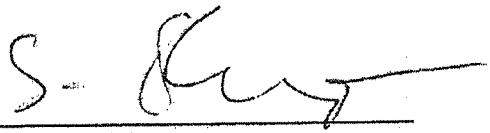
Name: Vlad Mott
Address:

Name: Irene Barnett
Address:

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ARKADIN, INC.

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Name: Steven Schwartz
Address:

Robert Schwartz

Name: Robert Schwartz
Address:
*1750 Bellevue Way NE
Bellevue WA 98004*

Name: Mark Goff
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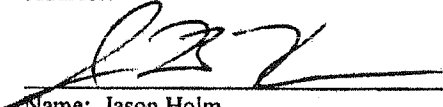
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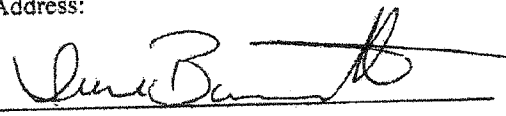
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Name: Irene Barnett
Address: 5385 Jean Ln.
Santa Barbara, CA 93111