

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351226

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tower Communications Group, Inc.		12/22/2014	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	EchoSat, Inc.		
Street Address:	250 West Main Street #3100		
City:	Lexington		
State/Country:	KENTUCKY		
Postal Code:	40507		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3956344		
Registration Number:	3773850	SECURE PAYMENT GATEWAY	
Registration Number:	3759656	SPG	
Registration Number:	1931330	ECHOSAT	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214 981 3305		
Email:	ipdocketing@sidley.com		
Correspondent Name:	Charles S. Cotropia		
Address Line 1:	2001 Ross Avenue, Suite 3600		
Address Line 4:	DALLAS, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	62385-10050		
NAME OF SUBMITTER:	Charles S. Cotropia		
SIGNATURE:	/Charles S. Cotropia/		
DATE SIGNED:	08/12/2015		
Total Attachments: 5			
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TRADE NAME AND TRADEMARK ASSIGNMENT AGREEMENT

Dated as of: December 22, 2014

This Trade Name and Trademark Assignment Agreement (this "Trade Name and Trademark Assignment Agreement") is delivered pursuant to, and is subject to, all of the terms and conditions of that certain Asset Purchase Agreement (the "Purchase Agreement"), of even date herewith, among EchoSat, Inc., a Delaware corporation ("Assignee"), Tower Communications Group, Inc., a Kentucky corporation ("Assignor"), and each of the shareholders of Assignor listed on the signature pages thereto. Unless otherwise defined herein, all capitalized terms used but not defined herein shall have the meaning set forth in the Purchase Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably grants, sells, conveys, delivers, assigns, and transfers, free of all encumbrances, to, and as applicable confirms the irrevocable sale, conveyance, delivery, assignment and transfer free of all encumbrances, to Assignee, and Assignee agrees to accept all of Assignor's right, title and interest in and to the trade names and trademarks attached hereto as Schedule A (collectively, the "Assigned Marks") in the United States and worldwide, together with the goodwill of the business symbolized by the Assigned Marks and any applications and/or registrations therefor, and the right to assert the Assigned Marks and all present and future causes of action, the right to enforce any and all rights in the Assigned Marks, to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, royalties, profits, settlements, and other awards by reason of any past, present or future infringement, and claims for damages and proceeds therefor including without limitation license royalties and all other related causes of action, and the right to sue therefor throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

The Assigned Marks are to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trade Name and Trademark Assignment Agreement had not been made.

Assignor hereby authorizes the United States Patent and Trademark Office and any other governmental agencies having jurisdiction over the Assigned Marks to identify Assignee as the owner of all applications and registrations issuing from any applications pending related to the Assigned Marks. Assignor further hereby authorizes the United States Patent and Trademark Office and any trademark office in any and all foreign countries to issue any and all registrations related to the Assigned Marks to Assignee as the assignee of Assignor's entire right, title and interest in and to the same.

This Trade Name and Trademark Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument, with the same effect as if all of the parties hereto had executed the same counterpart.

This Trade Name and Trademark Assignment Agreement may be delivered by facsimile transmission or other electronic exchange methodology which shall constitute a valid and

binding execution and delivery hereof, and such electronic copy shall constitute an enforceable original document.

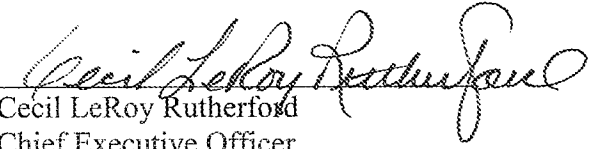
Each party hereto agrees from time to time, subsequent to the date hereof, to execute and deliver or cause to be executed and delivered such instruments or further assurances as may, in the reasonable opinion of the other party, be necessary or desirable to give effect to the provisions of this Trade Name and Trademark Assignment Agreement.

In the event of any conflict between this Trade Name and Trademark Assignment Agreement and the Purchase Agreement, the Purchase Agreement shall govern and control. This Trade Name and Trademark Assignment Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Delaware applicable to contracts made in that State, without regard to any conflict of law principles of the State of Delaware. This Trade Name and Trademark Assignment Agreement shall be binding upon the parties and their permitted successors and assigns.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Trade Name and Trademark Assignment Agreement on the date first above written.

**TOWER COMMUNICATIONS GROUP,
INC.**

By: 
Name: Cecil LeRoy Rutherford
Title: Chief Executive Officer

ECHOSAT, INC.

By: _____
Name: Robert C. Dunn
Title: Chairman and Assistant Secretary

IN WITNESS WHEREOF, the undersigned have executed this Trade Name and Trademark Assignment Agreement on the date first above written.




**TOWER COMMUNICATIONS GROUP,
INC.**

By: _____
Name: Cecil LeRoy Rutherford
Title: Chief Executive Officer

ECHOSAT, INC.

By: _____
Name: Robert C. Dunn
Title: Chairman and Assistant Secretary

SCHEDULE A

Mark	Image	Registration No.	Owner	Status
<i>Design Only</i>		Reg 3956344	ECHOSAT COMMUNICATION GROUP KENTUCKY CORPORATION 250 W MAIN ST SUITE 3100 LEXINGTON, KENTUCKY, 40507	Registered USPTO Status: Registered USPTO Status Date: 10-MAY-2011
SECURE PAYMENT GATEWAY		Reg 3773850	ECHOSAT COMMUNICATIONS GROUP KENTUCKY CORPORATION SUITE 3100 250 W MAIN ST LEXINGTON, KENTUCKY, 40507	Registered Section 2(F) USPTO Status: Registered USPTO Status Date: 13-APR-2010
SPG		Reg 3759656	ECHOSAT COMMUNICATIONS GROUP KENTUCKY CORPORATION SUITE 3100 250 W MAIN ST LEXINGTON, KENTUCKY, 40507	Registered USPTO Status: Registered USPTO Status Date: 16-MAR-2010
ECHOSAT		Reg 1931330	TOWER COMMUNICATIONS GROUP INC KENTUCKY CORPORATION 250 WEST MAIN STREET, SUITE 3100 LEXINGTON, KENTUCKY, 40507	Renewed (Registered) USPTO Status: Registered and renewed USPTO Status Date: 17-SEP-2005
SPIDERCELL			ECHOSAT COMMUNICATIONS GROUP KENTUCKY CORPORATION SUITE 3100 250 W MAIN ST LEXINGTON, KENTUCKY, 40507	Common law trademark ownership. Use shown at www.spgnow.com/solutions/spidercell-wireless/