

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353106

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MYTEAM1 LLC		08/21/2015	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	SWN Communications Inc.		
Street Address:	224 West 30th Street, Suite 500		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10001		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3106645	ONE CALL NOW	
Registration Number:	3795750	VONTOO	
Registration Number:	4367620	MESSAGE BUILDER	
Serial Number:	86484568	CHURCH CONNECT	
Serial Number:	86484578	CHURCH NOW	
CORRESPONDENCE DATA			
Fax Number:	7147758290		
<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>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Julie Dalke		
Address Line 1:	650 Town Center Dr, 20th fl.		
Address Line 4:	COSTA MESA, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	(050128-0000)		
NAME OF SUBMITTER:	Adam Kummins		
SIGNATURE:	/Adam Kummins/		
DATE SIGNED:	08/28/2015		
Total Attachments: 5			

OP \$140.00 3106645

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ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** ("Assignment"), dated August 21, 2015 (the "Effective Date"), is made by and between **MYTEAM1 LLC**, an Ohio limited liability company ("Assignor") and **SWN COMMUNICATIONS INC.**, a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor, Assignee, One Call Now UK Limited, a United Kingdom corporation, and each of Leib Lurie and Barbara Lurie, have entered into that certain Asset Purchase Agreement, dated July 16, 2015, as amended (the "Purchase Agreement"), providing for the acquisition of assets and assumption of certain liabilities of Assignor by Assignee;

WHEREAS, in connection with the Closing of the transactions contemplated by the Purchase Agreement, Assignor and the Assignee have agreed to deliver this Assignment; and

WHEREAS, Assignor is the owner of the trademarks and trademark registrations and applications, together with the goodwill of the business connected with the use of, or symbolized by, the foregoing, identified on Schedule A (collectively, the "Trademarks");

NOW, THEREFORE, in accordance with the Purchase Agreement and in consideration of the premises and of the mutual covenants and agreements contained herein and therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the Trademarks, including without limitation, all past and present goodwill associated therewith or symbolized thereby, all common law rights thereto, all registrations that have been or may be granted thereon, all applications for registrations thereof, and all records and files related thereto, the right to claim priority in accordance with international treaties and conventions, the right to all income, royalties, damages and payments hereafter due or payable with respect to the Trademarks, the right to prosecute, maintain and defend the Trademarks before any public or private agency, office or registrar, together with the right to sue and recover damages for all causes of action (either in law or in equity). The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademarks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.

2. Cooperation. At Assignee's reasonable expense, Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.

3. General Provisions. Capitalized terms used herein but not defined herein shall have the meanings set forth in the Purchase Agreement. This Assignment may be executed in any number of counterparts (including electronic copies), each of which shall be deemed to be an

original, and all of which together shall constitute one and the same instrument. This Assignment along with its Schedule, together with the Purchase Agreement and its schedules, constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the parties with respect hereto. In the event of any conflict between the terms of this Assignment and the terms of the Purchase Agreement, the Purchase Agreement shall control. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by all parties hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

4. Governing Law. This Assignment and any dispute arising out of, relating to or in connection with this Assignment shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

ASSIGNOR:

MYTEAM1, LLC

By: _____

By: Leib Lurie

Title: Chief Executive Officer

ASSIGNEE:

SWN COMMUNICATIONS, INC.

By: _____

By: Anthony F. Schmitz

Title: Chief Executive Officer

IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

ASSIGNOR:

MYTEAM1, LLC

By: _____

By: Leib Lurie

Title: Chief Executive Officer

ASSIGNEE:

SWN COMMUNICATIONS, INC.

By: Anthony F. Schmitz

By: Anthony F. Schmitz

Title: Chief Executive Officer

[Signature Page to Assignment of Trademarks]

TRADEMARK

REEL: 005611 FRAME: 0458

Schedule A

United States Trademark Registrations

Mark	Owner	Jurisdiction	Registration / Serial No.	Registration / Application Date
One Call Now	MyTeam1 LLC	USPTO	3,106,645	06/20/2006
Vontoo	MyTeam1 LLC	USPTO	3,795,750	06/01/2010
Message Builder	MyTeam1 LLC	USPTO	4,367,620	07/16/2013
Church Connect	MyTeam1 LLC	USPTO	86/484568	12/18/2014
Church Now	MyTeam1 LLC	USPTO	86/484578	12/18/2014
Vontoo	MyTeam1 LLC	OHSOS	2031013	06/24/2011