

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM355942

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	2		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kelly Pioneer Group, LLC		09/15/2015	CORPORATION: D.C.
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Windstream Intellectual Property Services, Inc.		
<b>Street Address:</b>	4001 Rodney Parham		
<b>City:</b>	Little Rock		
<b>State/Country:</b>	ARKANSAS		
<b>Postal Code:</b>	72212		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3821491	KINETIC TV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3032927799		
<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>			
<b>Phone:</b>	(303) 292-7882		
<b>Email:</b>	neil.arney@kutakrock.com		
<b>Correspondent Name:</b>	Neil L. Arney		
<b>Address Line 1:</b>	1801 California Street		
<b>Address Line 2:</b>	Suite 3000		
<b>Address Line 4:</b>	Denver, COLORADO 80202		
<b>ATTORNEY DOCKET NUMBER:</b>	97910-102		
<b>NAME OF SUBMITTER:</b>	Neil L. Arney		
<b>SIGNATURE:</b>	/Neil L. Arney/		
<b>DATE SIGNED:</b>	09/22/2015		
<b>Total Attachments: 2</b>			
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## TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is entered into this <sup>15<sup>th</sup></sup> of September, 2015 by and between Kelly Pioneer Group, LLC, a District of Columbia corporation ("Assignor") and Windstream Intellectual Property Services, Inc. ("Assignee").

### Recitals

On September \_\_, 2015, Assignor, acting as the agent and representative for Assignee, entered into a Trademark Assignment (Exhibit A) for the registered trademark KINETIC TV, U.S. Registration No. 3,821,491 (the "Trademark").

Pursuant to its agreement to serve as agent and representative for Assignee, Assignor wishes to assign any and all rights it may have acquired in the Trademark and/or the Trademark Assignment (Exhibit A) to Assignee.

### Assignment

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Assignor, hereby irrevocably assigns and transfers to Assignee all right, title and interest in and to the Trademark Assignment (Exhibit A) and all right, title and interest in the Trademark that was transferred under the Trademark Assignment (Exhibit A), including, without limitation:

- a. the business and good will directly pertaining to and symbolized by the Trademark;
- b. all priority rights in and to the Trademark;
- c. any and all State and common-law rights associated with the Trademark;
- d. any and all foreign rights to the Trademark;
- e. any and all U.S. or foreign pending applications for the Trademark and any subsequently allowed registration of such Trademark;
- f. any and all rights to license the Trademark, including the right to collect royalties associated with any and all licenses of the Trademark;
- g. any and all claims for damages that Assignor may have against third parties by reason of past infringement of the Trademark;
- h. the right to enforce Trademark rights, the right to sue for, collect, and recover damages for past infringement thereto for its own use

and enjoyment and the use and enjoyment of its successors and assignees; and

- i. the right to hold and own the Trademark absolutely.

Assignor authorizes and requests that the Commissioner of Patents and Trademarks record this Assignment and any other documents necessary to transfer ownership of the Trademark, and all associated rights, in the name of Assignee.

Assignor agrees to execute and deliver to Assignee any and all other documents or consents necessary to effectuate this Assignment, and to permit Assignee's principal to register and/or use the Trademark, including any similar trademarks, combinations, abbreviations or derivations thereof and any logos associated therewith.

This Assignment is binding upon Assignor, its successors and assigns.

The undersigned represents and warrants that he is authorized to enter into this Assignment on behalf of Assignor.

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as of the date and year first above written.

Kelly Pioneer Group, LLC (Assignor)

By: Frank Kelly 9/19/15

Name: Frank Kelly, Owner

Windstream Intellectual Property Services, Inc.  
(Assignee)

By: Kristi Moody

Name: Kristi Moody  
SVP and Corporate  
Secretary