

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357702

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zoombak, Inc.		03/03/2015	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Brickhouse Electronics, LLC		
Street Address:	980 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3673465	ZOOMBAK	
CORRESPONDENCE DATA			
Fax Number:	2128680013		
<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:	212 868-1010		
Email:	tfurth@kudmanlaw.com		
Correspondent Name:	Thomas M Furth		
Address Line 1:	350 Fifth Avenue, 68th Floor		
Address Line 2:	Kudman Trachten Aloe LLP		
Address Line 4:	New York, NEW YORK 10118		
ATTORNEY DOCKET NUMBER:	BRICKHOUSE ELECTRONICS		
NAME OF SUBMITTER:	Thomas M. Furth		
SIGNATURE:	/tmfurth/		
DATE SIGNED:	10/06/2015		
Total Attachments: 4			
source=TM Assign - ZOOMBAK#page1.tif			
source=TM Assign - ZOOMBAK#page2.tif			
source=TM Assign - ZOOMBAK#page3.tif			

OP \$40.00 3673465

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 2nd day of March, 2015, by and between Zoombak, Inc., a North Carolina corporation ("Assignor"), and BrickHouse Electronics, LLC, a New York Limited Liability Company ("Assignee").

WHEREAS, Securus Inc., a North Carolina corporation ("Securus") and Assignee are parties to that certain Customer Relationship Transfer and Transition Agreement, dated as of March 2, 2015 (the "Purchase Agreement"), pursuant to which Assignor transferred, sold and conveyed to Assignee the trademarks, service marks and trade names set forth on Exhibit A attached hereto and incorporated herein by reference (the "Marks") and the goodwill of the business symbolized thereby;

WHEREAS, Assignor is a wholly-owned Affiliate (as defined in the Purchase Agreement) of Securus, and holds all right, title and interest in and to the Marks;

WHEREAS, Assignor now wishes to assign the Marks to Assignee, and Assignee is desirous of acquiring the Marks from Assignor, together with the goodwill of the business symbolized thereby, if any;

WHEREAS, Assignor is conveying the Marks to Assignee as part of the transfer of the Purchased Assets (as defined in the Purchase Agreement); and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth above and in the ~~Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:~~

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Marks (including any common law rights that may exist and are associated therewith, and solely to the extent such rights remain in certain Marks despite abandonment, non-use or otherwise), together with the goodwill of the business symbolized thereby and appurtenant thereto, if any, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

[Signature page to follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first written above.

ASSIGNOR:

ZOOMBAK, INC.

By: TKC
Thomas K Collopy (Mar 3, 2015)
Name: Thomas K Collopy
Title: CEO

NOTARIZATION

On this ____ day of March, 2015, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignor and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

ASSIGNEE:

BRICKHOUSE ELECTRONICS, LLC

By: Todd Morris
Todd Morris (Mar 3, 2015)
Name: Todd Morris
Title: Managing Member

On this ____ day of March, 2015, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief. The above-indicated individual is duly authorized to execute this document singly on behalf of Assignee and executed this document of his/her own free will.

Signature of Notary

(Seal)

My Commission Expires: _____

[Signature page to Trademark Assignment]

EXHIBIT A

MARKS

<i>Mark</i>	<i>Jurisdiction</i>	<i>Serial No.</i>	<i>Registration No.</i>
ZOOMBAK	United States	77,131,556	3,673,465

All of Securus' and its Affiliate's common law trademark rights in and to the Zoombak trademarks, trade names, and logos, to the extent such rights may exist and remain therein despite abandonment, non-use or otherwise, together with the goodwill of the business symbolized thereby and appurtenant thereto, if any.