

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM361304

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	01/01/2015		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Schmooze Com Inc.		10/30/2015	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Sangoma US Inc.		
Street Address:	100 Renfrew Drive		
Internal Address:	Suite 100		
City:	Markham		
State/Country:	CANADA		
Postal Code:	L3R 9R6		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77171368	FREEPBX	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	(612) 492-6842		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
ATTORNEY DOCKET NUMBER:	T256912.US.01		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		
SIGNATURE:	/Jeffrey R. Cadwell/		
DATE SIGNED:	11/05/2015		
Total Attachments: 4			
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NUNC PRO TUNC TRADEMARK ASSIGNMENT

Whereas, Schmooze Com Inc., a Wisconsin corporation located at 1351 Kimberly Drive, Neenah, Wisconsin 54956 ("Assignor"), did, effective as of January 1, 2015 (the "Effective Date"), sell, transfer, and assign to Sangoma US Inc., a Delaware corporation located at 100 Renfrew Drive, Suite 100, Markham, Ontario, Canada L3R 9R6 ("Assignee"), certain trademarks including but not limited to those trademarks represented by the trademark registrations and trademark applications more fully described in Schedule A (the "Marks");

Whereas, Assignor sold, assigned, and transferred the Marks to Assignee pursuant to an Asset Purchase Agreement between the parties dated as of January 1, 2015 (the "APA"); and

Whereas, Assignor has agreed to execute and deliver this assignment to confirm said transfer.

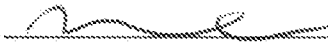
Now, therefore, for the consideration set forth in the APA, and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties agree as follows:

1. Assignor hereby confirms that it has sold, transferred, and assigned to Assignee all of Assignor's right, title, and interest in the Marks as they exist anywhere in the world and as may be created or acquired at any date in the future, along with any goodwill associated with the Marks. This assignment included without limitation all applications and registrations for the Marks, all priority rights or claims based on International Conventions, all rights to proceeds of the Marks, including income, royalties, fees, damages, profits, and payments now or hereafter payable, all rights of action of Assignor, and the right to take proceedings and to seek damages and all other available remedies, against third parties for past, present, or future infringement, dilution, misappropriation, violation, misuse, breach, or default, of the Marks, including the right to any equitable relief recoverable.
2. Assignor shall execute and deliver any other documents and perform any other reasonable acts Assignee may request, in order to vest all of Assignor's right, title and interest in and to the Marks that may be necessary and appropriate to effectuate the assignment and establish Assignee's rights in the Marks.
3. At the request and expense of Assignee, Assignor shall provide all reasonable assistance which Assignee considers necessary in connection with bringing or defending any proceedings in relation to the Marks.
4. This assignment document may be signed in counterparts, which together shall constitute one agreement. If this Assignment is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this assignment document.

[SIGNATURE PAGE FOLLOWS]

SCHMOOZE COM INC.

SANGOMA US INC.

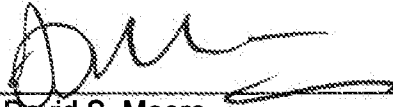
By: 
Name: Anthony Lewis
Title: Chief Executive Officer
Date: October 30, 2015

By: _____
Name: David S. Moore
Title: Chief Financial Officer
Date: October 30, 2015

SCHMOOZE COM INC.

SANGOMA US INC.

By: _____
Name: Anthony Lewis
Title: Chief Executive Officer
Date: _____, 2015

By:  _____
Name: David S. Moore
Title: Chief Financial Officer
Date: Oct 31, 2015

SCHEDULE A

	Trademark	Country	Application No.	Registration No.
1	FreePBX	Canada	1702384	
2	FreePBX	United States	77171368	3365377