

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368498

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fuze Box, Inc.		11/06/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Thinking Phone Networks, Inc.		
Street Address:	10 Wilson Road		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02138		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4120330	FUZE BOX IGNITE	
Registration Number:	3770969	FUZE BOX	
Registration Number:	3624181	FUZE	
Serial Number:	86209422	FUZE	
Registration Number:	4057395	IPOINT	
Registration Number:	4040802	FUZE IN	
Serial Number:	86209666	F	
Serial Number:	86209702	FUZE	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	6175701000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	129369/244919		
NAME OF SUBMITTER:	Ryan E. Thomas		

OP \$215.00 4120330

SIGNATURE:	/RET/
DATE SIGNED:	01/08/2016
Total Attachments: 7 source=TM Assignment#page1.tif source=TM Assignment#page2.tif source=TM Assignment#page3.tif source=TM Assignment#page4.tif source=TM Assignment#page5.tif source=TM Assignment#page6.tif source=TM Assignment#page7.tif	

ASSIGNMENT AGREEMENT

This **ASSIGNMENT AGREEMENT** (the "Assignment"), dated as of November 6, 2015 (the "Effective Date"), is by and between FuzeBox Software Corporation, a Delaware corporation located at 150 Spear Street, Suite 900, San Francisco, California 94105 ("FuzeBox Software"), Callwave Telecom, Inc., a Delaware corporation located at 150 Spear Street, Suite 900, San Francisco, California 94105 ("Callwave"), Fuze Box, Inc., a Delaware corporation located at 150 Spear Street, Suite 900, San Francisco, California 94105 ("Fuze Box"), Fuze Europe LTD, a United Kingdom limited company located at Highlands House, Basingstoke Road, Reading, Berkshire, RG7 1NT ("Fuze Europe"), LiveMinutes, Inc., a Delaware corporation located at 150 Spear Street, Suite 900, San Francisco, California 94105 ("LiveMinutes"), HexaTraining Technologies, a French société à responsabilité limitée located at 115 rue de l'Abbé Groult, 75015 Paris, France ("Hexatraining"), FuzeBox EOOD, a Bulgarian single person private limited company located at 48 Sitnyakovo Blvd., 10th Floor, Unit No. 1505, Sofia, Bulgaria ("Fuze Bulgaria"), and together with FuzeBox Software, Callwave, Fuze Box, Fuze Europe, LiveMinutes and Hexatraining, the "Sellers") in favor of Thinking Phone Networks, Inc. a Delaware corporation located at 10 Wilson Road, Cambridge, MA 02138 ("Buyer") (each, a "Party" and collectively, the "Parties"). All capitalized terms used, but not defined herein, shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement (defined herein below).

WHEREAS, the Sellers and Buyer are parties to a certain Asset Purchase Agreement, dated as of November 6, 2015 (the "Asset Purchase Agreement"), by and between the Sellers and Buyer;

WHEREAS, pursuant to the Asset Purchase Agreement, the Sellers have agreed to sell, convey, assign, transfer and deliver to Buyer all of the Sellers' right, title, and interest in and to the Purchased Assets and the Assumed Liabilities, including the Assigned IP Assets (defined herein below), together with the goodwill of the business symbolized thereby; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. The Sellers do hereby sell, convey, assign and transfer to Buyer and its successors, assigns and legal representatives all of the Sellers' right, title and interest in and throughout the world to the Intellectual Property Assets, including all Company Intellectual Property Assets identified on Schedule A hereto (the "Assigned IP Assets"), together with the goodwill of the business symbolized thereby and appurtenant thereto, and all income, royalties, damages or payments due on or after the Effective Date, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Assigned IP Assets, along with the right to sue for past infringements and collect same for Buyer's sole use and enjoyment.

2. Further Assurances. After the date hereof, the Sellers shall, from time to time, at the request of the Buyer, and without further expense to the Buyer, execute and deliver such other instruments of conveyance and transfer (including powers of attorney) as the Buyer may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement and to vest in the Buyer good and marketable title to the Assigned IP Assets, including, without limitation, all documents necessary to record in the name of Buyer the assignment of the Assigned IP Assets with the United States Patent and Trademark Office and the United States Copyright Office (as applicable) and, with respect to any foreign rights included in the Assigned IP Assets, with any applicable foreign or international office or registrar.

3. Authorization. The Sellers do hereby authorize the Director of the United States Patent & Trademark Office, the Director of the United States Library of Congress Copyright Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark, copyright, patent, and other intellectual property registrations, applications and title thereto, to record the Assigned IP Assets and title thereto as the property of Buyer, its successors, assigns or legal representatives in accordance with the terms of this Assignment.

4. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of the Sellers and Buyer and their respective Affiliates under the Asset Purchase Agreement.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

6. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each Party shall have received a counterpart hereof signed by the other Party. For the convenience of the Parties, any number of counterparts hereof may be executed, each such executed counterpart shall be deemed an original and all such counterparts together shall constitute one and the same instrument.

7. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and delivered as of the date above first written.

SELLERS:

FUZEBOX SOFTWARE CORPORATION

By: Bobby Yerramilli-Rao
Name: Bobby Yerramilli-Rao
Title: Chief Executive Officer

CALLWAVE TELECOM, INC.

By: _____
Name: Charles Newark-French
Title: Chief Executive Officer

FUZEBOX, INC.

By: _____
Name: Charles Newark-French
Title: Chief Executive Officer

FUZE EUROPE LTD

By: _____
Name: Charles Newark-French
Title: Chief Executive Officer

LIVEMINUTES, INC.

By: Bobby Yerramilli-Rao
Name: Bobby Yerramilli-Rao
Title: Chief Executive Officer

HEXATRaining TECHNOLOGIES

By: _____
Name: Charles Newark-French
Title: Chief Executive Officer and Secretary

FUZEBOX EOOD

By: _____
Name: Charles Newark-French
Title: Manager

BUYER:

THINKING PHONE NETWORKS, INC.

By: _____
Name:
Title:

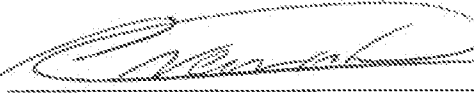
IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and delivered as of the date above first written.

SELLERS:

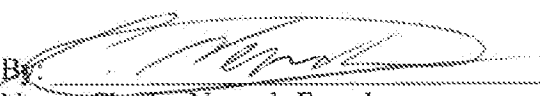
FUZEBOX SOFTWARE CORPORATION

By: _____
Name: Bobby Yerramilli-Rao
Title: Chief Executive Officer

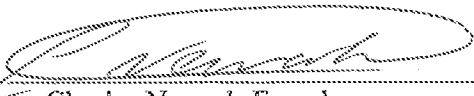
CALLWAVE TELECOM, INC.

By: 
Name: Charles Newark-French
Title: Chief Executive Officer

FUZEBOX, INC.

By: 
Name: Charles Newark-French
Title: Chief Executive Officer

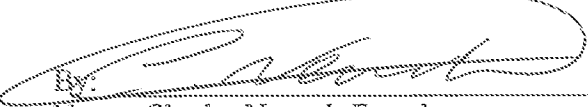
FUZE EUROPE LTD

By: 
Name: Charles Newark-French
Title: Chief Executive Officer

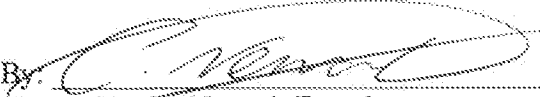
LIVEMINUTES, INC.

By: _____
Name: Bobby Yerramilli-Rao
Title: Chief Executive Officer

HEXATRaining TECHNOLOGIES

By: 
Name: Charles Newark-French
Title: Chief Executive Officer and Secretary

FUZEBOX FOOD

By: 
Name: Charles Newark-French
Title: Manager

BUYER:

THINKING PHONE NETWORKS, INC.

By: _____
Name:
Title:

[SIGNATURE PAGE TO ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed and delivered as of the date above first written.

SELLERS:

FUZEBOX SOFTWARE CORPORATION

By: _____
Name: Bobby Yerramilli-Rao
Title: Chief Executive Officer

FUZEBOX, INC.

By: _____
Name: Charles Newark-French
Title: Chief Executive Officer

LIVEMINUTES, INC.

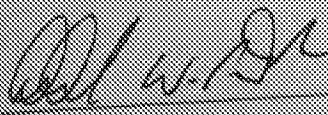
By: _____
Name: Bobby Yerramilli-Rao
Title: Chief Executive Officer

FUZEBOX FOOD

By: _____
Name: Charles Newark-French
Title: Manager

BUYER:

THINKING PHONE NETWORKS, INC.

By:  _____
Name: Don Pratt
Title: Chief Financial Officer

CALLWAVE TELECOM, INC.

By: _____
Name: Charles Newark-French
Title: Chief Executive Officer

FUZE EUROPE LTD

By: _____
Name: Charles Newark-French
Title: Chief Executive Officer

HEXATRaining TECHNOLOGIES

By: _____
Name: Charles Newark-French
Title: Chief Executive Officer and Secretary

[SIGNATURE PAGE TO ASSIGNMENT AGREEMENT]

TRADEMARK

REEL: 005705 FRAME: 0586

SCHEDULE A

FILE NUMBER	TITLE	COUNTRY	DATE FILED	APPL. No.	REG. DATE	REG.No	STATUS	OWNER
4027.001US1	FUZE BOX IGNITE	USA	Aug 13, 2010	85/107,586	Apr 3, 2012	4120330	Registered	Fuze Box, Inc.
4027.002AU1	FUZE BOX	Australia	Feb 16, 2010	1345741	Sep 15, 2010	1345741	Registered	Fuze Box, Inc.
4027.002CN1	FUZE BOX	China	Feb 20, 2010	8076472	Feb 21, 2014	8076472	Registered	Callwave, Inc.
4027.002EM1	FUZE BOX	European Union	Feb 16, 2010	8886418	Aug 10, 2010	8886418	Registered	Fuze Box, Inc.
4027.002US1	FUZE BOX	USA	Aug 20, 2009	77/809,350	Apr 6, 2010	3770969	Registered	Fuze Box, Inc.
4027.003AU1	FUZE	Australia	Aug 22, 2008	1258391	Mar 23, 2009	1258391	Registered	Fuze Box, Inc.
4027.003AU2	FUZE	Australia	Aug 28, 2014	1643976			Pending	Fuze Box, Inc.
4027.003CA2	FUZE	Canada	Sep 2, 2014	1,692,054			Pending	Fuze Box, Inc.
4027.003CN2	FUZE (Class 9)	China	Sep 2, 2014				Abandoned	Fuze Box, Inc.
4027.003CN3	FUZE (Class 38)	China	Sep 2, 2014	15272217			Abandoned	Fuze Box, Inc.
4027.003EM1	FUZE	European Union	Aug 22, 2008	7178825	Apr 2, 2009	7178825	Registered	Fuze Box, Inc.
4027.003EM2	FUZE	European Union	Aug 29, 2014	013210802	Apr 17, 2015	013210802	Registered	Fuze Box, Inc.
4027.003US1	FUZE	USA	Feb 22, 2008	77/404,349	May 19, 2009	3624181	Registered	Fuze Box, Inc.
4027.003US2	FUZE	USA	Mar 3, 2014	86/209,422			Pending	Fuze Box, Inc.
4027.004US1	IPOINT	USA	Sep 8, 2010	85/125,081	Nov 15, 2011	4057395	Registered	Fuze Box, Inc.
4027.005US1	FUZE IN	USA	Oct 8, 2010	85/148,815	Oct 18,	4040802	Registered	Fuze Box, Inc.

					2011			
4027.007US1	F Logo	USA	Mar 3, 2014	86/209,666			Pending	Fuze Box, Inc.
4027.008US1	FUZE (Stylized)	USA	Mar 3, 2014	86/209,702			Pending	Fuze Box, Inc.
	BLUETEACH	France	Jul 24, 2009	09-3666453			Registered	HexaTraining Technologies, SARL
	teacheo	France	Aug 7, 2008	08-3593333			Registered	HexaTraining Technologies, SARL
	STUDYMAX	France	Feb 20, 2008	08-3557327			Registered	HexaTraining Technologies, SARL
	neoprof	France	Jan 31, 2008	08-3552712			Registered	HexaTraining Technologies, SARL
	TUTORIA	France	Jan 24, 2008	08-3551212			Registered	HexaTraining Technologies, SARL