

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM371336

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bolder Thinking Communications, Inc.		09/30/2015	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	WS Live, LLC		
Street Address:	1820 Preston Park Blvd., Suite 2000		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75903		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4468868	BOLDERTHINKING	
CORRESPONDENCE DATA			
Fax Number:	2146616876		
<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:	214-953-5758		
Email:	sborrelliipdocket@jw.com		
Correspondent Name:	Sara K. Borrelli		
Address Line 1:	2323 Ross Avenue, Suite 600		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	147284.2		
NAME OF SUBMITTER:	Sara K. Borrelli		
SIGNATURE:	/Sara K. Borrelli/		
DATE SIGNED:	02/01/2016		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of October 6, 2015, but effective as of 11:59pm on September 30, 2015 (the “**Effective Time**”), is made by Bolder Thinking Communications, Inc., an Ohio corporation (“**Seller**”), in favor of WS Live, LLC, a Delaware limited liability company (“**Buyer**”), the purchaser of certain assets of Seller pursuant to an ASSET PURCHASE AGREEMENT between Buyer, Seller and Astute, Inc., an Ohio corporation, dated effective as of the Effective Time (the “**Asset Purchase Agreement**”).

WHEREAS, under the terms of the Asset Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Time Seller hereby irrevocably conveys, transfers and assigns to Buyer all of Seller’s right, title and interest throughout the world in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on **Schedule 1** hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on **Schedule 2** hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on **Schedule 2** hereto, the transfer of such applications accompanies, pursuant to the Asset Purchase Agreement, the transfer of Seller’s business, or portion of the business to which the trademark pertains, and that business is ongoing and existing;

(c) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(e) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and

future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this IP Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Buyer, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

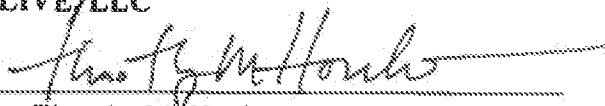
5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

WS LIVE, LLC

By 

Name: Timothy M. Houlne

Title: Manager of Working Solutions Group, LLC,
the sole member of WS Live, LLC

BOLDER THINKING COMMUNICATIONS, INC.

By _____

Name:

Title:

IN WITNESS WHEREOF, Seller has duly executed and delivered this IP Assignment as of the date first above written.

WS LIVE, LLC

By _____
Name:
Title:

BOLDER THINKING COMMUNICATIONS, INC.

By Joseph M. Sardo
Name: Joseph M. Sardo
Title: CEO

SCHEDULE 1

BolderThinking Communications IP Schedule

PATENTS

Country	Pat. No.	Title	Inventor(s)	Status	App. No.	App. Date	Pub. No.	Issue Date	Priority	Maint. Fees Paid	Upcoming Deadlines	Security Interests, Liens, Etc.?
PCT	NA	Cloud Computing Call Centers	John Jasper, James VanVleet, Nicole Hushka	Expired (Nationalized as indicated below)	PCT/US11/031974	4/1/11	WO 2011/130179	NA	US 12/762216, filed 16 April 2011	NA	No	No
Japan	NA	Cloud Computing Call Centers	John Jasper, James VanVleet, Nicole Hushka	Pending; examination ongoing	2013-504984	4/1/11	JP2013526151	NA	Nat'l Phase of PCT/US11/031974, which claims benefit to US 12/762216	NA	No	No
Europe	NA	Cloud Computing Call Centers	John Jasper, James VanVleet, Nicole Hushka	Pending; examination ongoing	11769382.0	4/1/11	EP 2559228	NA	Nat'l Phase of PCT/US11/031974, which claims benefit to US 12/762216	Yes	4/1/16 (Maint. Fee)	No
China	NA	Cloud Computing Call Centers	John Jasper, James VanVleet, Nicole Hushka	ABANDONED	2011180039856.6	4/1/11	CN103098450	NA	Nat'l Phase of PCT/US11/031974, which claims benefit to US 12/762216	NA	NA	No
Canada	NA	Cloud Computing Call Centers	John Jasper, James VanVleet, Nicole Hushka	Pending; examination ongoing	2796445	4/1/11	2796445	NA	Nat'l Phase of PCT/US11/031974, which claims benefit to US 12/762216	Yes	4/1/16 (Maint. Fee)	No
India	NA	Cloud Computing Call Centers	John Jasper, James VanVleet, Nicole Hushka	Pending; examination ongoing	9638/CHEMP/2012	4/1/11	NA	NA	Nat'l Phase of PCT/US11/031974, which claims benefit to US 12/762216	NA	No	No
US	8891744	Cloud Computing Call Centers	John Jasper, James VanVleet, Nicole Hushka	Patent Issued	13/891440	5/10/13	20130251129	11/8/14	Divisional of US 12/762216	No	11/18/17 (Maint. Fee)	Security Interest, Keybank National Ass'n; Recorded 5/27/14
US	8477926	Cloud Computing Call Centers	John Jasper, James VanVleet, Nicole Hushka	Patent Issued	12/762216	4/16/10	20110255675	7/2/13	None	No	7/2/16 (Maint. Fee)	Security Interest, Keybank National Ass'n; Recorded 5/27/14
US	9137368	Cloud Computing Call Centers	John Jasper, James VanVleet, Nicole Hushka	Patent Issued	14/503696	10/1/14	20150016599	9/15/15	Continuation of 13/891440	No	9/15/18 (Maint. Fee)	No


SCHEDULE 2

In addition to the attached schedule, please see the following Common Law marks:

1. BOLDER THINKING (Word Mark)
2. Logo design:



TRADEMARKS

Country	Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Goods & Services	Upcoming Deadlines	Security Interests, Liens, Etc.?	Owner	Status
US	BOLDERTHINKING SOS	86/293717	5/28/14	NA	NA	IC 038: communication services, namely, transmission of voice, audio, video, and data via the Internet or other communications network facilitated via plug-in software provided to consumers, the plug-in software enabling the routing of third-party telephone calls to call centers and, optionally, the performance of other call treatment	None	No	Bolder Thinking Communications, Inc.	Published in opposition
US	BOLDERTHINKING RESCUE	89/294765	5/29/14	NA	NA	IC 038: communication services, namely, transmission of voice, audio, video, and data via the Internet or other communications network IC 038: computer telephony services	Statement of Use due 12/30/15	No	Bolder Thinking Communications, Inc.	Under extension to file SOU
US	 Bolder Thinking	85/785591	11/21/12	4468868	1/21/14	IC 042: computer telephony software as a service (SAAS) services featuring software applications for establishing and performing phone calls over a variety of networks via the internet, for use with telecommunications devices to provide transmission of audio and video, audio and video conferencing, virtual audio and video conferencing and other content via the internet and via local area network devices, for providing transmission and exchange of audio and video, audio and video conferencing and virtual audio and video conferencing, and for providing transmission and exchange of voice, data, images and graphics in the fields of telecommunications.	8&15 Due 1/21/20	Security Interest, Keybank National Ass'n, Recorded 5/29/14	Bolder Thinking Communications, Inc.	Registered

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