

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375811

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TBC Holdings I, Inc.		12/30/2014	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	LocalVox Media, Inc.
Street Address:	160 Inverness Drive West
Internal Address:	Suite 250
City:	Englewood
State/Country:	COLORADO
Postal Code:	80112
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4179473	SIGNUP ADS
Registration Number:	3796396	CONNECT ONCE
Registration Number:	4145711	KEEP APPS FREE
Registration Number:	4216751	APPYMAIL
Registration Number:	3793843	GENLIST
Registration Number:	3994878	PONTIFLEX APPEADS
Registration Number:	3857404	PONTIFLEX ADLEADS

CORRESPONDENCE DATA

Fax Number: 3034732720

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.

Phone: 303-473-2703

Email: docket@hollandhart.com

Correspondent Name: Tracy B. Gray

Address Line 1: P.O. Box 8749

Address Line 2: Attention: Trademark Docketing

Address Line 4: Denver, COLORADO 80201

ATTORNEY DOCKET NUMBER: 78346.0001

TRADEMARK

NAME OF SUBMITTER:	Tracy B. Gray
SIGNATURE:	/Tracy B. Gray/
DATE SIGNED:	03/07/2016
Total Attachments: 3 source=Assignment and Assumption Agreement from TBC Holdings I, Inc. to Local Vox Media, Inc#page1.tif source=Assignment and Assumption Agreement from TBC Holdings I, Inc. to Local Vox Media, Inc#page2.tif source=Assignment and Assumption Agreement from TBC Holdings I, Inc. to Local Vox Media, Inc#page3.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "**Agreement**"), effective as of December 30, 2014 (the "**Effective Date**"), is between TBC Holdings I, Inc., a Delaware corporation ("**TBC**"), and LocalVox Media, Inc., a Delaware Corporation ("**LVX**").

WHEREAS, LVX is a wholly owned subsidiary of TBC;

WHEREAS, TBC acquired of substantially all of the assets of Pontiflex, Inc. (the "**Purchased Assets**") and the assumption of certain related liabilities (the "**Assumed Liabilities**") and together with the Purchased Assets, the "**Acquired Assets**") pursuant to that certain Asset Purchase Agreement between the Company and Pontiflex, Inc., dated December 30, 2014 (the "**APA**");

WHEREAS, TBC wishes to contribute the Acquired Assets to LVX (the "**Contribution**"); and

WHEREAS, TBC has agreed to assign all of its rights, title and interests in, and LVX has agreed to assume all of TBC's duties and obligations under, the Acquired Assets.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. TBC hereby assigns, grants, conveys and transfers to LVX all of TBC's right, title and interest in and to the Acquired Assets. LVX hereby accepts such assignment and assumes all of TBC's duties and obligations under and with respect to the Acquired Assets and agrees to pay, perform and discharge, as and when due, all of the obligations of TBC under and with respect to the Acquired Assets accruing on and after the Effective Date.
2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of 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)].
3. Counterparts. This Agreement 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 Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
4. Further Assurances. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments,

conveyances and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

TBC HOLDINGS I, INC.

By: 

W. Aaron Bowlds, General Counsel and Secretary

LOCALVOX MEDIA, INC.

By: 

Name: Richard G. Hall

Title: CEO

[Signature Page to Assignment and Assumption Agreement]