

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383904

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EMERGING MARKETS COMMUNICATIONS, LLC		05/06/2016	Limited Liability Company: DELAWARE
STM NETWORKS, LLC		05/06/2016	Limited Liability Company: DELAWARE
EMC SATCOM TECHNOLOGIES, LLC		05/06/2016	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	TRIO CONNECT, LLC
Street Address:	3044 North Commerce Parkway
City:	MIRAMAR
State/Country:	FLORIDA
Postal Code:	33025
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3368792	SATLINK
Serial Number:	86501058	TRIO
Serial Number:	86357700	TRIO BOX
Serial Number:	86357673	TRIO PLAY
Serial Number:	86357794	TRIO GO
Serial Number:	86637289	TRIO CONNECT

CORRESPONDENCE DATA

Fax Number: 2156562498

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: 215-656-3381

Email: pto.phil@dlapiper.com

Correspondent Name: IP GROUP OF DLA PIPER LLP (US)

Address Line 1: ONE LIBERTY PLACE

Address Line 2: 1650 MARKET ST. SUITE 4900

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

TRADEMARK

NAME OF SUBMITTER:	WILLIAM L. BARTOW
SIGNATURE:	/williamlbartow/
DATE SIGNED:	05/11/2016
Total Attachments: 8 source=IP Assignment Trio EMC STM - Signed 06 May 2016#page1.tif source=IP Assignment Trio EMC STM - Signed 06 May 2016#page2.tif source=IP Assignment Trio EMC STM - Signed 06 May 2016#page3.tif source=IP Assignment Trio EMC STM - Signed 06 May 2016#page4.tif source=IP Assignment Trio EMC STM - Signed 06 May 2016#page5.tif source=IP Assignment Trio EMC STM - Signed 06 May 2016#page6.tif source=IP Assignment Trio EMC STM - Signed 06 May 2016#page7.tif source=IP Assignment Trio EMC STM - Signed 06 May 2016#page8.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made and entered into as of this 06 Day of May 2016 ("Effective Date"), by and between Emerging Markets Communications, LLC, a Delaware limited liability company ("EMC"), STM Networks, LLC, a Delaware limited liability company ("STM"), and EMC SatCom Technologies, LLC, a Florida limited liability company ("EMC SatCom", and together with EMC and STM, collectively, the "Assignors"), on the one hand, and Trio Connect, LLC, a Delaware limited liability company ("Trio"), on the other hand. Trio and each of the Assignors are sometimes referred to herein as each a "Party" and, collectively, the "Parties".

WHEREAS, the Parties have agreed that, in partial consideration for EMC HoldCo 2 BVan affiliate of Assignors receiving an equity interest in Trio, the Assignors will contribute to Trio certain intellectual property rights primarily related to the business of developing a media delivery product that runs over bi-directional satellite technology to provide access to, and to store and display, Internet, media programming and interactive applications and content (including 4K-UHD and DVR services and Free-to-Air, Premium channels, VoIP and On Demand content) and other data and marketing, distributing (directly or through distributors), selling, providing, and supporting such product to or for governments and other commercial customers and household consumer customers worldwide, including, without limitation, developing, marketing, distributing (directly or through distributors), selling, providing and supporting (i) products currently marketed or sold by EMC or its Affiliates under the "SatLink" or "Trio" name as of the Effective Date, and (ii) improvements to or successor versions of such products created by Trio after the Effective Date, and whether or not marketed or sold under the "SatLink" or "Trio" name), in each case, to non-household consumer and end user customers in the mobility (i.e., planes, boats, trains) and fixed installation markets (collectively, the "Trio Business");

WHEREAS, the Assignors wish to assign to Trio, and Trio wishes to acquire from the Assignors, all of the Assignors' right, title and interest in, to and under: (i) all registered trademarks and applications therefor set forth on Exhibit A attached hereto, and all associated common law rights and all goodwill of the business associated with any of the foregoing (collectively, the "Marks"); (ii) the domain names set forth on Exhibit B attached hereto (collectively, the "Domain Names"); (iii) the patents and applications therefor set forth on Exhibit C attached hereto, together with all reissues, continuations, continuations-in-part, revisions, extensions, divisionals and reexaminations thereof (collectively, the "Patents"); (iv) all copyrights, copyrightable works and other works of authorship of any of the Assignors primarily related to the Trio Business existing as of the Effective Date (collectively, the "Copyrights"); and (v) all trade secrets, know-how, inventions, and proprietary or confidential information, including methods or techniques, product specifications, formulas, concepts, ideas, applications, and specifications, financial, product and marketing plans and customer and supplier lists and information, of any of the Assignors, in each case, primarily related to the Trio Business (including, for the avoidance of doubt, all of the foregoing associated with the Patents) and existing as of the Effective Date (collectively, the "Other Proprietary Rights");

WHEREAS, the assignment of Marks hereunder is being made in connection with the transfer of the business to which such Marks relate, and such business is ongoing and existing; and

WHEREAS, in connection with this Assignment, (i) Trio and EMC are entering into an Intellectual Property License Agreement, dated as of the Effective Date, pursuant to which Trio has agreed to grant EMC a license under certain of the intellectual property rights assigned to Trio hereunder, and (ii) EMC, EMC SatCom and Trio are entering into an Intellectual Property License Agreement, dated as of the Effective Date, pursuant to which EMC and EMC SatCom have agreed to grant Trio a license under certain of their intellectual property rights for use in the Trio Business.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Each Assignor hereby assigns, transfers, conveys and relinquishes to Trio, its successors, assigns and legal representatives, and Trio hereby assumes, without any representations or warranties, effective as of the Effective Date, all of such Assignor's right, title and interest in, to and under (such assets, collectively, the "Assigned Intellectual Property"):

- (a) the Marks;
- (b) the Domain Names;
- (c) the Patents;
- (d) the Copyrights;
- (e) the Other Proprietary Rights; and

(f) all registrations, applications, renewals, extensions, reissues, continuations, continuations-in-part, revisions, divisionals and reexaminations of any of the foregoing, as applicable, and all other corresponding rights that are or may be hereafter secured under the laws of any country, now or hereafter in effect,

in each case, for Trio's own use and enjoyment, and for the use and enjoyment of Trio's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made, including all right, title and interest in and to all income, proceeds, royalties, damages, claims and payments which accrue as of the Effective Date or thereafter and are due or payable with respect thereto, and in and to all causes of action, either at law or in equity for present or future infringement, dilution or misappropriation, as applicable, of the Marks, Domain Names, Copyrights, Patents or Other Proprietary Rights, or other violation or unauthorized use of the Copyrights, Marks, Domain Names, Patents or Other Proprietary Rights, with the right to sue for, and collect the same for Trio's own use and enjoyment and for the use and enjoyment of Trio's successors, assigns or other legal representatives.

2. Excluded Assets. For the avoidance of doubt, and notwithstanding anything to the contrary herein, the Assigned Intellectual Property shall not include the assets set forth on Exhibit D attached hereto or any works of authorship, copyrights, software, algorithms, trade secrets, know-how, inventions, and proprietary or confidential information, including methods or techniques, product specifications, formulas, concepts, ideas, applications, and specifications,

financial, product and marketing plans and customer and supplier lists and information, and any other intellectual property or proprietary rights, relating to the Excluded Assets.

3. Further Assurances. The Assignors shall take all further actions, and provide to Trio and Trio's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), requested by Trio to more fully and effectively effectuate the purposes of this Assignment.

4. Counterparts. This Assignment may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment electronically or by telecopy shall be as effective as delivery of a manually executed counterpart of this Assignment.

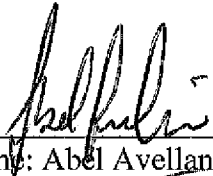
5. Severability. Each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Agreement shall remain in full force and effect

6. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the state of Delaware, without reference to its conflict of laws provisions.

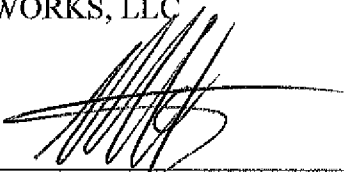
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of EMC, STM, EMC SatCom and Trio have caused this Assignment to be duly executed by their authorized representatives as of the Effective Date.

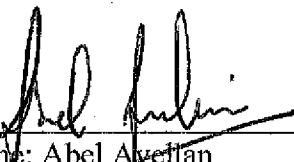
EMERGING MARKETS
COMMUNICATIONS, LLC

By: 
Name: Abel Avellan
Title: CEO

STM NETWORKS, LLC

By: 
Name: Thomas J. Hess
Title: Manager

EMC SATCOM TECHNOLOGIES, LLC

By: 
Name: Abel Avellan
Title: Manager

TRIO CONNECT, LLC

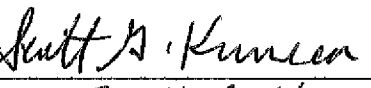
By: 
Name: SCOTT G. Kinnear
Title: General Manager

EXHIBIT A**MARKS**

Mark	App. No./Reg. No.	Filing Date/Registration Date	USPTO Registration Status¹	Owner
SATLINK	US 3,368,792	Registered 01-15-2008	Registered	Emerging Markets Communications, LLC
TRIO (Stylized)	US 86/501058	Filed 01-12-2015	Pending ITU	Emerging Markets Communications, LLC
TRIO BOX	US 86/357700	Filed 08-05-2014	Pending ITU	Emerging Markets Communications, LLC
TRIO PLAY	US 86/357673	Filed 08-05-2014	Pending ITU	Emerging Markets Communications, LLC
TRIO GO	US 86/357794	Filed 08-05-2014	Pending ITU	Emerging Markets Communications, LLC
TRIO CONNECT	US 86/637289	Filed 05-21-2015	Pending ITU	Emerging Markets Communications, LLC

¹ For all Pending ITU trademarks where the trademark has been used in commerce, an Amendment to Allege Use will be filed before the Effective Date.

EXHIBIT B

DOMAIN NAMES

trioplay.com
trioafrica.com
triobooks.com
triobox.com
triobox.net
triobox.tv
triochildren.com
trio cricket.com
triodish.com
triofacebook.com
trioflix.com
trioflix.info
trioflix.net
triofutbol.com
triogo.net
triogo.tv
triohd.com
trioindonesia.com
trioinstagram.com
trio latinamerica.com
triolearning.com
triomiddleeast.com
triomovies.com
trioplay.com
trioplay.info
trioplay.net
trioplay.tv
trioshopping.com
triosocialmedia.com
triotunes.com
triotwitter.com
triouniversity.com

EXHIBIT C

PATENTS

Issued Patents

Jurisdiction	Title	Patent No.	Date Filed/ Issued	Owner²
US	Satellite Communication with Multiple Active Gateways	8032073	05-03-2007 10-04-2011	STM NETWORKS, LLC
US	Satellite Communication Network	8712322	05-31-2012 04-29-2014	Emerging Markets Communications, LLC
US	High Throughput Satellite	9300930	08-01-2013 03-29-2016	EMC SatCom Technologies, LLC

Pending Patents

Jurisdiction	Title	App. Serial No.	Date Filed	Owner
US	High Throughput Satellite	15/084,126	03-29- 2016	EMC SatCom Technologies, LLC
EPO	High Throughput Satellite	2013-179004	08-01- 2013	EMC SatCom Technologies, LLC

² Title update will need to be filed in connection with recording the assignment of these patents with the PTO.

EXHIBIT D**EXCLUDED ASSETS****Issued Patents**

<u>Jurisdiction</u>	<u>Title</u>	<u>Patent No.</u>	<u>Date Filed/ Issued</u>	<u>Owner</u>
US	System And Method For Zero Latency Browsing	8954600	03-02-2012 02-10-2015	EMC SatCom Technologies, Inc.

Pending Patents

<u>Jurisdiction</u>	<u>Title</u>	<u>App. Serial No.</u>	<u>Date Filed</u>	<u>Owner</u>
US	System And Method For Zero Latency Browsing	14/618,631	02-10-2015	EMC SatCom Technologies, Inc.
EPO	System And Method For Zero Latency Browsing	2012015113 8	01-13-2012	EMC SatCom Technologies LLC

Registered Trademarks

<u>Jurisdiction</u>	<u>Title</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Owner</u>
US	SPEEDNET	4473349	01-28-2014	Emerging Markets Communications, LLC
US	ZERO LATENCY GATEWAY	4489703	02-25- 2014	Emerging Markets Communications, LLC