

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387593

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cloud 9 Wireless, Inc.		08/06/2012	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Boingo Wireless, Inc.		
<b>Street Address:</b>	10960 Wilshire Blvd.		
<b>Internal Address:</b>	23rd Floor		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90024		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4274673	CLOUDNINE 9 MEDIA	
<b>Registration Number:</b>	4330180	CLOUD9	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125548015		
<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>			
<b>Phone:</b>	312-554-8000		
<b>Email:</b>	sxs@pattishall.com		
<b>Correspondent Name:</b>	Sharon Stolfa		
<b>Address Line 1:</b>	200 S. Wacker Drive, Suite 2900		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Sharon Stolfa		
<b>SIGNATURE:</b>	/sharonstolfa/		
<b>DATE SIGNED:</b>	06/13/2016		
<b>Total Attachments: 15</b>			
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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "**Agreement**") is entered into effective as of August 6, 2012 (the "**Effective Date**") by and among Boingo Wireless, Inc., a Delaware corporation (the "**Purchaser**"), and Cloud 9 Wireless, Inc., a California corporation ("**Seller**").

### WITNESSETH:

WHEREAS, the Seller, among other things, owns the Acquired Assets (as defined below);

WHEREAS, the Seller is in the business of, among other things, providing advertising-supported wireless Internet connectivity in public locations (the "**Business**");

WHEREAS, upon the terms and subject to the conditions hereinafter set forth, the parties desire that the Seller sell, transfer, convey and assign to Purchaser (or one or more of its Subsidiaries) and that Purchaser purchase, acquire and accept (or cause one or more of its Subsidiaries to purchase, acquire and accept) the Acquired Assets (as defined below); and

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### ARTICLE I

#### DEFINITIONS

1.1 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

- (a) "**Acquired Assets**" has the meaning set forth in Section 2.1.
- (b) "**Action**" means any criminal, judicial, administrative or arbitral action, suit, demand, claim, charge, complaint, mediation, hearing, investigation, proceeding (public or private) or governmental proceeding, including any proceeding before a Governmental Entity.
- (c) "**Affiliate**" means, as to any Person, (a) any Subsidiary of such Person and (b) any other Person that, directly or indirectly, Controls, is Controlled by, or is under common control with, such Person. For purposes of this Agreement, Affiliates of any of the Seller Subsidiaries shall be deemed to be Affiliates of the Seller, whether or not such Persons are in fact Affiliates of the Seller.
- (d) "**Ancillary Agreements**" means the Bill of Sale, the Instrument of Assignment and the Trademark Assignment.

(e) **"Assigned Intellectual Property"** means all Intellectual Property that is owned or exclusively licensed by the Seller or any Subsidiary of the Seller and used, held for use by or developed in the conduct of the Business, including all Intellectual Property in, to or embodied by the Acquired Assets and all documentation describing the same.

(f) **"Assigned Intellectual Property Information"** means all files, documents, ledgers, instruments, papers, books and records and similar information (whether in paper, digital or other tangible or intangible form) that are used or held for use in, or necessary for, the development, marketing, license, provision, sale or distribution of the Specified Contracts (as defined below) or the provision of services in connection with the Business, including all technical information, operating and production records, quality control records, research and development notebooks and files, customer credit data, mailing lists, warranty information, catalogs, advertising materials, brochures, standard forms of documents, product testing reports, manuals, engineering and scientific data, sales and promotional literature, drawings, technical plans, business plans and customer lists.

(g) **"Bill of Sale"** means the Bill of Sale in the form attached hereto as Exhibit A.

(h) **"Business"** has the meaning set forth in the recitals.

(i) **"Business Day"** means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in Los Angeles, California.

REDACTED

(k) **"Closing"** has the meaning set forth in Section 2.4(a).

(l) "Closing Cash Consideration" has the meaning set forth in Section 2.3(a).

(m) "Closing Date" has the meaning set forth in Section 2.4(a).

(n) "Code" means the Internal Revenue Code of 1986, as amended.

(o) "Contract" contracts, agreements, instruments, arrangements, understandings, commitments or undertakings, including leases, licenses, guarantees, sublicenses, and subcontracts.

(p) "Control" means, as to any Person, the possession of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The term "Controlled" shall have a correlative meaning.

(q) "Dispute" has the meaning set forth in Section 3.5(k).

(r) "Encumbrance" means any charge, claim, limitation, condition, equitable interest, mortgage, lien, option, pledge, security interest, easement, encroachment, right of first refusal, adverse claim or restriction of any kind, including any restriction on or transfer or other assignment, as security or otherwise, of or relating to use, quiet enjoyment, voting, transfer, receipt of income or exercise of any other attribute of ownership.

(s) "Excluded Liabilities" has the meaning set forth in Section 2.2.

(t) "Key Employees" has the meaning set forth in Section 2.3(b).

REDACTED

(v) "Governmental Entity" any government, any court, tribunal, arbitrator, administrative agency, commission or other governmental official, authority or instrumentality, in each case whether domestic or foreign, any stock exchange or similar self-regulatory organization or any quasi-governmental or private body exercising any regulatory, taxing or other governmental or quasi-governmental authority.

(w) "**Governmental Order**" means any decision, ruling, order, writ, judgment, injunction, decree, stipulation, determination, award or binding agreement issued, promulgated or entered by or with any Governmental Entity.

(x) "**Indemnified Parties**" has the meaning set forth in Section 8.1.

(y) "**Instrument of Assignment and Assumption**" means the Instrument of Assignment and Assumption attached hereto as Exhibit B.

(z) "**Intellectual Property**" means the rights associated with or arising out of any of the following: (i) domestic and foreign patents and patent applications, together with all reissues, divisionals, continuations, continuations-in-part, revisions, renewals, extensions, and reexaminations thereof, and any identified invention disclosures (the "**Patents**"); (ii) trade secret rights and corresponding rights in confidential information and other non-public information (whether or not patentable), including ideas, formulas, compositions, inventor's notes, discoveries and improvements, know how, manufacturing and production processes and techniques, testing information, research and development information, inventions, invention disclosures, unpatented blueprints, drawings, specifications, designs, plans, proposals and technical data, business and marketing plans, market surveys, market know-how and customer lists and information (the "**Trade Secrets**"); (iii) all copyrights, copyrightable works, rights in databases, data collections, "moral" rights, mask works, copyright registrations and applications therefor and corresponding rights in works of authorship (the "**Copyrights**"); (iv) all trademarks, service marks, logos, trade dress and trade names and domain names indicating the source of goods or services, and other indicia of commercial source or origin (whether registered, common law, statutory or otherwise), all registrations and applications to register the foregoing anywhere in the world (the "**Trademarks**"); (v) all computer software and code, including assemblers, applets, compilers, source code, object code, development tools, design tools, user interfaces and data, in any form or format, however fixed (the "**Software**"); (vi) all Internet electronic addresses, uniform resource locators and alphanumeric designations associated therewith and all registrations for any of the foregoing (the "**Domain Names**"); and (vii) any similar, corresponding or equivalent rights to any of the foregoing anywhere in the world.

(aa) "**Involuntary Termination**" shall mean, with respect to a Key Employee, if (A) Purchaser terminates the Key Employee's employment without Cause, or (B) the Key Employee terminates his employment with Purchaser for Good Reason.

(bb) "**IRS**" means the United States Internal Revenue Service.

(cc) Any reference to a Person's "**knowledge**" means the knowledge of such Person's officers and directors provided that such Persons shall be deemed to have made due and diligent inquiry of those employees, agents, consultants or other Persons whom such officers and directors reasonably believe would have knowledge of the matters represented.

(dd) "**Law**" means any statute, law, ordinance, regulation, rule, code, executive order, injunction, judgment, decree or order of any Governmental Entity.

(ee) "**Liabilities**" means any and all debts, liabilities and obligations of any kind, whether accrued or fixed, absolute or contingent, matured or unmatured, determined or undeterminable, on- or off-balance sheet.

(ff) "**Losses**" has the meaning set forth in Section 8.1.

(gg) "**Material Adverse Effect**" means any change or effect that is or is reasonably likely to be materially adverse to (i) the Business, the Acquired Assets, the Specified Contracts, or the operation of any thereof, (ii) the ability of the Seller to perform its obligations under this Agreement or any Ancillary Agreement in a timely manner or to consummate the transactions contemplated by this Agreement or the Ancillary Agreements without material delay, or (iii) the ability of the Purchaser to exercise rights under the Specified Contracts as set forth therein as if Purchaser were Seller and as Seller was able to exercise such rights immediately prior to the Effective Date. In determining whether there has been a Material Adverse Effect, any event, circumstance, change or effect shall be considered both individually and together with all other events, circumstances, changes or effects, and any event, circumstance, change or effect that reasonably could be expected to result in a Material Adverse Effect (individually or together with one or more other events, circumstances, changes or effects) shall be considered a Material Adverse Effect.

(hh) "**Permit**" means any approval, authorization, consent, franchise, license, permit or certificate by any Governmental Entity.

(ii) "**Person**" means any individual, firm, corporation, partnership, Seller, limited liability Seller, division, trust, joint venture, association, Governmental Entity or other entity or organization.

(jj) "**Purchaser Documents**" has the meaning set forth in Section 4.2.

(kk) "**Purchase Price**" has the meaning set forth in Section 2.3(a).

(ll) "**Registered Intellectual Property**" means patents and patent applications, all registered all trade names, trade and service marks, logos, domains, URLs, websites, addresses, and other designations, all registered copyrights and mask works, and all other issuances, registrations, applications and the like with respect to those or any other Intellectual Property

(mm) "**Seller Subsidiaries**" means each of the direct or indirect Subsidiaries of the Seller that own, license or otherwise possess any rights in, to or under any of the Acquired Assets.

(nn) "**Specified Contracts**" has the meaning set forth in Section 2.1(b).

(oo) "Subject Cash Consideration" has the meaning set forth in Section 2.3(a).

(pp) "Subsidiary" of any Person means any other Person in which an amount of voting securities, other voting ownership or voting partnership interests sufficient to elect at least 50% of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of such Person) is owned directly or indirectly by such first Person.

(qq) "Tangible Assets" means all machinery, equipment, tools, computer hardware, supplies, materials, and other items of tangible property of every kind owned or leased by Seller, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto.

(rr) "Trademark Assignment" means the Trademark Assignment in the form attached hereto as Exhibit C.

## ARTICLE II

### PURCHASE AND SALE

2.1 Purchase and Sale of the Assets. On the terms and subject to the conditions set forth in this Agreement, the Seller hereby sells, assigns, transfers, conveys and delivers (and shall cause the Seller Subsidiaries to sell, assign, transfer, convey and deliver) to Purchaser, and Purchaser hereby purchases, acquires and accepts from the Seller and the Seller Subsidiaries, all right, title and interest in, to and under the following assets (the "Acquired Assets"):

- (a) all Assigned Intellectual Property Information;
- (b) all of the Seller's rights under the Contracts that are set forth on Schedule 2.1(b) (the "Specified Contracts") hereto;
- (c) all Tangible Assets, including those set forth on Schedule 2.1(c);

REDACTED

(e) all of the Seller's claims, causes of action and other legal rights and remedies, whether or not known as of the Closing, relating to the Specified Contracts, the Assigned Intellectual Property Information, or the Tangible Assets;

(f) provided, however, that the assets set forth on Schedule 2.1(f) (if any) shall be excluded from the definition of Acquired Assets and shall not be acquired by the Purchaser.



filing, registration or declaration with or notification to, any Governmental Entity or third party.

3.5 Intellectual Property.

(a) Schedule 3.5(a) sets forth a complete and accurate list of all Registered Intellectual Property used in connection with the Business or the Specified Contracts included among the Assigned Intellectual Property (the "**Seller Registered Intellectual Property**"). For each listed item, Schedule 3.5(a) indicates, as applicable, the owner of such Intellectual Property, the countries in which such Intellectual Property is patented or registered, the patent or registration number, and the filing and expiration dates thereof.


REDACTED

REDACTED

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BOINGO WIRELESS, INC.

By:

  
Name: Peter Hovav  
Title: SVP Finance

CLOUD 9 WIRELESS, INC.

By:

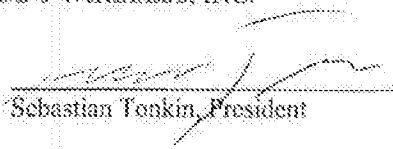
Sebastian Tonkin, President

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BOINGO WIRELESS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CLOUD 9 WIRELESS, INC.

By:   
Sebastian Tonkin, President

Schedule 3.5(a)

Registered IP

Type of IP	Identifying Number	Description	Owner	Countries of Registration
Patent	13/027,989	"APPARATUS AND METHODS FOR ACCESS SOLUTIONS TO WIRELESS AND WIRED NETWORK" patent application	Seller	USA
Patent	13/413,553	"SYSTEMS AND METHODS FOR MAC ADDRESS TRACKING FOR A MOBILE DEVICE" patent application	Seller	USA
Trademark		"Cloud 9 Wireless" name and logo trademark: on hold	Seller	USA
Trademark		"Cloud Nine Media" name and logo trademark: in process	Seller	USA

EXHIBIT C

**TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (this "Trademark Assignment") is made and entered into as of August 6, 2012, by and between Cloud 9 Wireless, Inc., a California corporation ("Assignor"), and Boingo Wireless, Inc., a Delaware corporation ("Assignee").

**WHEREAS**, Assignor has adopted, retains the sole rights to, used and is using the trademarks and the United States trademark registrations and applications for registration, the unregistered trademarks, and the foreign trademark registrations and applications for registrations identified on Schedule A (collectively, with all variations thereof, the "Marks"); and

**WHEREAS**, Assignor and Assignee are parties to that certain Asset Purchase Agreement of even date herewith (the "Agreement").

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer unto Assignee all right, title and interest in and to the Marks, together with (a) the registrations of and registration applications for the Marks, (b) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to income, royalties, payments, profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

Assignor hereby irrevocably appoints Assignee attorney-in-fact, with full power and authority to do all such acts and things, and to execute, acknowledge, deliver, file, register and record all such documents in the name and on behalf of Assignor, as Assignee may deem necessary or proper in the premises to accomplish such assignment.

Assignee is hereby empowered to bring, prosecute, defend and appear in suits, actions and proceedings under or concerning the Marks and any infringement thereof, or interference with any of the rights hereby granted thereunder, in its own name or in the name of Assignor, but at the expense of Assignee, and, at its option, Assignee may join Assignor as a party plaintiff or defendant in any such suit, action or proceeding.

Assignor authorizes and requests the United States Patent and Trademark Office and similar foreign offices to record Assignee as the assignee and owner of all applications and registrations included in the Marks sought or secured now or hereafter. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration or any applications for renewal of a registration covering the Marks; (2) in the prosecution or defense of any trademark office proceedings, infringement, or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks or this Trademark Assignment; (3) in obtaining any additional trademark protection that Assignee may deem appropriate which may be secured under the laws now or

hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this Trademark Assignment.

This Trademark Assignment is subject in all respects to, and all the benefits in respect of, the terms and conditions of the Agreement. Nothing contained in this Trademark Assignment shall be deemed to supersede any of the covenants, agreements, representations or warranties of Assignor or Assignee contained in the Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be signed by their respective duly authorized representative as of the date first above written.

ASSIGNOR:

CLOUD 9 WIRELESS, INC.

By: 

Name: Sebastian Tonkin  
Title: President

ASSIGNEE:

BOINGO WIRELESS, INC.

By: \_\_\_\_\_

Name:  
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Trademark Assignment to be signed by their respective duly authorized representative as of the date first above written.

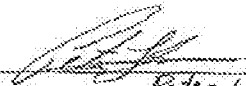
ASSIGNOR:

CLOUD 9 WIRELESS, INC.

By: \_\_\_\_\_  
Name: Sebastian Tonkin  
Title: President

ASSIGNEE:

BOINGO WIRELESS, INC.

By:   
Name: Peter Hovender  
Title: SVP Finance



Schedule A

CLOUDNINE 9 MEDIA and Design  
U.S. Trademark Application Serial No. 85/601,260

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