

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388215

<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>
Primus Telecommunications Canada Inc.		04/01/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bircan Management ULC		
<b>Street Address:</b>	3060 Peachtree Road NW		
<b>Internal Address:</b>	One Buckhead Plaza, Suite 1065		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30305		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3342159	GLOBETALK	
<b>Registration Number:</b>	3218986	LINGO	
<b>Registration Number:</b>	3218984	LINGO	
<b>Registration Number:</b>	4058477	LINGO GO TALK	
<b>Registration Number:</b>	3525312	LINGO UNWIRED	
<b>Registration Number:</b>	3802557	LINGO WORLD MAX	
<b>Registration Number:</b>	3401267	TALK 365	
<b>Registration Number:</b>	2048650	TELEGROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2029734499		
<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>	2029734200		
<b>Email:</b>	DavidSilverman@dwt.com		
<b>Correspondent Name:</b>	David M. Silverman, Esq.		
<b>Address Line 1:</b>	1919 Pennsylvania Ave., N.W.		
<b>Address Line 2:</b>	Suite 800		
<b>Address Line 4:</b>	Washington, D.C. 20006-3401		

CH \$215.00 3342159

<b>ATTORNEY DOCKET NUMBER:</b>	0099075-000002
<b>NAME OF SUBMITTER:</b>	David M. Silverman
<b>SIGNATURE:</b>	/david m. silverman/
<b>DATE SIGNED:</b>	06/16/2016

**Total Attachments: 7**

source=Bircan assignment\_001#page1.tif  
source=Bircan assignment\_001#page2.tif  
source=Bircan assignment\_001#page3.tif  
source=Bircan assignment\_001#page4.tif  
source=Bircan assignment\_001#page5.tif  
source=Bircan assignment\_001#page6.tif  
source=Bircan assignment\_001#page7.tif

**INTELLECTUAL PROPERTY ASSIGNMENT**

**THIS INTELLECTUAL PROPERTY ASSIGNMENT** is made this 1 day of April, 2016.

**BETWEEN:**

**PRIMUS TELECOMMUNICATIONS CANADA INC.**, a corporation incorporated under the laws of the Province of Ontario,

("Primus Canada")

**PRIMUS TELECOMMUNICATIONS, INC.**, a corporation incorporated under the laws of Delaware

("Primus US")

- and -

**LINGO, INC.**, a corporation incorporated under the laws of Delaware

("Lingo" and together with Primus Canada and Primus US, the "Assignors")

- and -

**BIRCAN MANAGEMENT ULC**, a corporation incorporated under the laws of the Province of British Columbia,

(the "Assignee")

**RECITALS:**

- A. The Assignors and Birch Communications, Inc. are parties to an asset purchase agreement dated as of January 19, 2016, as amended (the "**Purchase Agreement**").
- B. The Assignors are, collectively, the owners of (i) the trademarks listed on Schedule A hereto (collectively, the "**Marks**"); (ii) the patents listed on Schedule A hereto (the "**Patents**"); and (iii) the domain names listed on Schedule A hereto (the "**Domain Names**", and together with the Marks and Patents, the "**IP**"), which are registered at, or in respect of which applications to register have been filed at, the US Patent and Trademark Office and/or the Canadian Intellectual Property Office, as applicable, as shown on Schedule A, except as noted on Schedule A.

[IP Assignment]

- C. Pursuant to the Purchase Agreement, the Assignors wish to transfer and assign to the Assignee the IP and all goodwill associated therewith for the consideration and on the terms and conditions set out in the Purchase Agreement.
- D. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Purchase Agreement.

**NOW THEREFORE** in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration duly paid by the Assignee to the Assignors, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1.1 Assignment of IP**

The Assignors hereby sell, assign and transfer to the Assignee and the Assignee accepts and acquires from the Assignors all of the Assignors' right, title and interest in and to the IP and all goodwill associated therewith.

**1.2 Assignment by Assignee**

- (a) Immediately following the completion of the transactions contemplated in Section 1.1 hereto, and subject to the terms and conditions of the Purchase Agreement, the Assignee may, in its sole discretion, assign and transfer to an Affiliate of the Assignee all of the legal rights, title and interest (but, excluding, for greater certainty, any beneficial rights, title and interest) in and to the IP listed on Schedule A hereto.
- (b) In the event of a subsequent assignment pursuant to Section 1.2(a), such Affiliate of the Assignee shall be bound by the terms of the Purchase Agreement to the extent applicable to this transactions contemplated by this Agreement.
- (c) Notwithstanding the foregoing, the Assignee hereby acknowledges and confirms its continuing obligations and liabilities in favour of the Assignors pursuant to the terms and conditions of the Purchase Agreement.

**1.3 Counterparts**

This Agreement may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the Assignors and Assignee have executed this Assignment as of the date first above written.

**BIRCAN MANAGEMENT ULC**

Per:   
Name: Vincent Oddo  
Title: President

**PRIMUS TELECOMMUNICATIONS  
CANADA INC.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PRIMUS TELECOMMUNICATIONS, INC.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LINGO, INC.**

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

6592647

[IP Assignment]

IN WITNESS WHEREOF the Assignors and Assignee have executed this Assignment as of the date first above written.

**BIRCAN MANAGEMENT ULC**

Per: \_\_\_\_\_  
Name:  
Title:

**PRIMUS TELECOMMUNICATIONS  
CANADA INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**PRIMUS TELECOMMUNICATIONS, INC.**

Per: \_\_\_\_\_  
Name:  
Title:

**LINGO, INC.**

Per: \_\_\_\_\_  
Name:  
Title:

Trademarks (United States)

Trademark	Status	Owner Name
GLOBETALK  GLOBETALK	Registered App 78962106 App 28-AUG-2006 Reg 3342159 Reg 20-NOV-2007	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
LINGO  	Registered App 78977825 App 21-APR-2004 Reg 3218986 Reg 13-MAR-2007	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
LINGO  LINGO	Registered App 78977679 App 20-APR-2004 Reg 3218984 Reg 13-MAR-2007	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
LINGO GO TALK  	Registered App 85117862 App 27-AUG-2010 Reg 4058477 Reg 22-NOV-2011	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
LINGO UNWIRED  LINGO UNWIRED	Registered App 77263081 App 23-AUG-2007 Reg 3525312 Reg 28-OCT-2008	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
LINGO WORLD MAX  Lingo World Max	Registered App 77849715 App 15-OCT-2009 Reg 3802557 Reg 15-JUN-2010	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)

No.	Trademark	Status	Owner Name
15.	TALK 365  TALK 365	Registered App 77232455 App 18-JUL-2007 Reg 3401287 Reg 25-MAR-2008	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)



No.	Trademark	Status	Owner Name
16.	TELEGROUP	Renewed (Registered) App 74892511 App 23-JUN-1995 Reg 2048650 Reg 01-APR-1997	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)