

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388222

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Primus Telecommunications Canada Inc.		04/01/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Primus Holdings, Inc.		
Street Address:	320 Interstate North Parkway, SE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	86542551	PRIMUS	
Registration Number:	2694591	PRIMUS	
Registration Number:	2679710	PRIMUS	
Registration Number:	2194625	PRIMUS	
Registration Number:	4226291	PTGI	
Registration Number:	4195302	PTGI	
Serial Number:	85849981	PTGI ICS	
Serial Number:	85849967	PTGI INTERNATIONAL CARRIER SERVICES	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2029734200		
Email:	DavidSilverman@dwt.com		
Correspondent Name:	David M. Silverman, Esq.		
Address Line 1:	1919 Pennsylvania Ave., N.W.		
Address Line 2:	Suite 800		
Address Line 4:	Washington, D.C. 20006-3401		
ATTORNEY DOCKET NUMBER:	0099075-000002		

CH \$215.00 86542551

NAME OF SUBMITTER:	David M. Silverman
SIGNATURE:	/david m. silverman/
DATE SIGNED:	06/16/2016
Total Attachments: 6 source=Primus Holdings assignme_001#page1.tif source=Primus Holdings assignme_001#page2.tif source=Primus Holdings assignme_001#page3.tif source=Primus Holdings assignme_001#page4.tif source=Primus Holdings assignme_001#page5.tif source=Primus Holdings assignme_001#page6.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 -

PRIMUS HOLDINGS, INC., a corporation incorporated under the laws of Georgia

(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"); and (ii) the patents listed on Schedule A hereto (the "Patents", and together with the Marks, 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.
- 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.

[IP Assignment]

- 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.

**PRIMUS TELECOMMUNICATIONS
CANADA INC.**

Per: _____
Name: _____
Title: _____

PRIMUS TELECOMMUNICATIONS, INC.

Per: _____
Name: _____
Title: _____

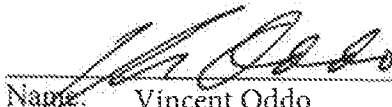
LINGO, INC.

Per: _____
Name: _____
Title: _____


{IP Assignment}

PRIMUS HOLDINGS, INC.




Per:


Name: Vincent Oddo
Title: President

PRIMUS WIRELESS - LONG DISTANCE FOR LESS	Registered App 1308949 App 13-JUL-2008 Reg TMA798694 Reg 05-MAY-2011 05-MAY-2026	Primus Telecommunications Canada, Inc.
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Trademark	Status	Owner Name
PRIMUSCLOUD	Registered App 1553512 App 23-NOV-2011 Reg TMA889158 Reg 31-OCT-2014 31-OCT-2029	Primus Telecommunications Canada, Inc.
PTGI	Registered App 1534571 App 06-JUL-2011 Reg TMA878044 Reg 15-MAY-2014 15-MAY-2029	Primus Telecommunications Canada Inc.
PTGI & Design 	Registered App 1534570 App 06-JUL-2011 Reg TMA878039 Reg 15-MAY-2014 15-MAY-2029	Primus Telecommunications Canada Inc.

Trademarks (United States)

Trademark	Status	Owner Name
PRIMUS 	Pending Section 44(D) Intent to Use App 86542551 App 23-FEB-2015	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
PRIMUS 	Renewed (Registered) App 76160682 App 07-NOV-2000 Reg 2679710 Reg 28-JAN-2003	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
PRIMUS 	Renewed (Registered) App 76160684 App 07-NOV-2000 Reg 2694591 Reg 11-MAR-2003	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)

PRIMUS	Renewed (Registered) App 75171651 App 25-SEP-1996 Reg 2194625 Reg 13-OCT-1996	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
PTGi 	Registered App 85173203 App 10-NOV-2010 Reg 4226291 Reg 16-OCT-2012	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
PTGi PTGi	Registered App 85172714 App 09-NOV-2010 Reg 4195302 Reg 21-AUG-2012	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
PTGi ICS PTGi ICS	Published (Pending) Intent to Use App 85849961 App 14-FEB-2013	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)
PTGi INTERNATIONAL CARRIER SERVICES PTGi International Carrier Services	Published (Pending) Intent to Use App 85849967 App 14-FEB-2013	PRIMUS TELECOMMUNICATIONS CANADA INC. (Canada)