

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM391889

| | | | |
|---|--|-----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| IKANO COMMUNICATIONS, INC. | | 02/02/2015 | Corporation: UTAH |
| SISNA, INC. | | 02/02/2015 | Corporation: UTAH |
| 1391025 ONTARIO INC. | | 02/02/2015 | Corporation: ONTARIO |
| ZIPLINK CANADA INC. | | 02/02/2015 | Corporation: DELAWARE |
| DIALUP USA, INC. | | 02/02/2015 | Corporation: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | TELECOM EVOLUTIONS, LLC | | |
| Street Address: | 20847 Sherman Way | | |
| City: | Winnetka | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91306 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3056717 | IKANO | |
| Registration Number: | 3056716 | IKANO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3102030567 | | |
| <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: | 310-203-8080 | | |
| Email: | trademarkdocket@jmbm.com | | |
| Correspondent Name: | JEFFER MANGELS BUTLER & MITCHELL LLP | | |
| Address Line 1: | 1900 Avenue of the Stars | | |
| Address Line 2: | 7th Floor | | |
| Address Line 4: | Los Angeles, CALIFORNIA 90067 | | |
| NAME OF SUBMITTER: | Bernard R. Gans | | |
| SIGNATURE: | /Bernard R. Gans/ | | |
| DATE SIGNED: | 07/19/2016 | | |

CH \$65.00 3056717

Total Attachments: 6

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment and Assumption Agreement") is entered into as of the 2nd day of February, 2015 (the "Effective Date"), by and between IKANO COMMUNICATIONS, INC., a Utah corporation ("Ikano"), SISNA, INC., a Utah corporation ("Sisna"), 1391025 ONTARIO INC., a Toronto corporation ("Ontario"), ZIPLINK CANADA INC., a Delaware corporation ("Ziplink"), DIALUP USA, INC., a Washington corporation ("Dialup USA" and together with Ikano, Sisna, Ontario, and Ziplink, the "Assignors" and each an "Assignor"), and TELECOM EVOLUTIONS, LLC, a Delaware limited liability company ("Assignee"). Capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement (as defined below).

Background

WHEREAS, Assignors and Assignee have entered into that certain Asset Purchase Agreement, dated as of February 2, 2015 (as amended from time to time, the "Purchase Agreement"), providing for the purchase by Assignee of all of the Purchased Assets and for the assumption of all of the Assumed Liabilities;

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignment. Subject to the terms and conditions set forth in the Purchase Agreement, Assignors hereby grant, bargain, sell, convey, assign, transfer and deliver to Assignee all of their right, title and interest in and to all of the Purchased Assets, effective on and as of the Effective Time.

2. Assumption of Assumed Liabilities. Subject to the terms and conditions set forth in the Purchase Agreement, Assignors hereby assign, sell, transfer and set over to the Assignee all of the Assumed Liabilities, effective on and as of the Effective Time. Assignee hereby assumes and agrees to satisfy and discharge the Assumed Liabilities effective on and as of the Effective Time.

3. Release. Except as expressly set forth in the Purchase Agreement, from and after the Effective Time, Assignors shall have no liability with respect to the Assumed Liabilities.

4. Successors and Assigns. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Each party may assign this Assignment and Assumption Agreement in connection with any assignment permitted under the terms of the Purchase Agreement.

5. Amendment; Waiver. Section 14.2 of the Purchase Agreement is hereby incorporated by reference to apply to this Assignment and Assumption Agreement, mutatis mutandis.

6. Governing Law; Jurisdiction; Waiver of Jury Trial. Section 14.8 of the Purchase Agreement is hereby incorporated by reference to apply to this Assignment and Assumption Agreement, mutatis mutandis.

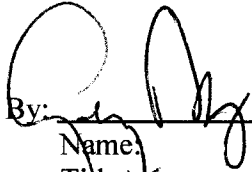
7. Counterparts. This Assignment and Assumption Agreement may be executed in one or more counterparts, including by facsimile or pdf, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart.

[Remainder of page intentionally left blank.]

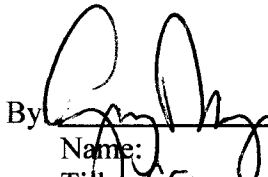
IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

ASSIGNORS:

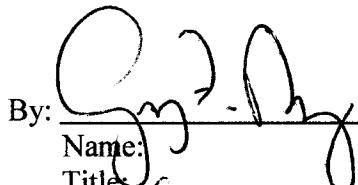
IKANO COMMUNICATIONS, INC.

By:  _____
Name: *George Naspo*
Title: *CEO*

SISNA, INC.

By:  _____
Name: *George Naspo*
Title: *CEO*

1391025 ONTARIO INC.

By:  _____
Name: *George Naspo*
Title: *CEO*

ZIPLINK CANADA INC.

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption of Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

ASSIGNORS:

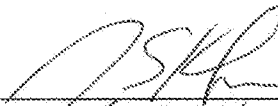
IKANO COMMUNICATIONS, INC.

By: _____
Name:
Title:

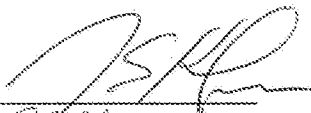
SISNA, INC.

By: _____
Name:
Title:

1391025 ONTARIO INC.

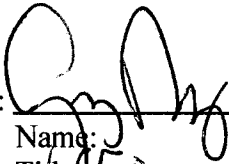
By:  _____
Name: Jeff Kolyn
Title: President

ZIPLINK CANADA INC.

By:  _____
Name: Jeff Kolyn
Title: President

[Signature Page to Assignment and Assumption of Purchase Agreement]

DIALUP USA, INC.

By: 
Name: George Naspo
Title: CEO

ASSIGNEE:

TELECOM EVOLUTIONS, LLC

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption of Purchase Agreement]

TRADEMARK
REEL: 005837 FRAME: 0211

DIALUP USA, INC.

By: _____
Name:
Title:

ASSIGNEE:

TELECOM EVOLUTIONS, LLC

By: _____
Name: James Murphy
Title: Manager

[Signature Page to Assignment and Assumption of Purchase Agreement]