

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM396952

<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>
Pulse Communications, Inc		07/14/2016	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Enginuity Communications Corporation		
<b>Street Address:</b>	3545 Stern Ave.		
<b>City:</b>	St. Charles		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60174		
<b>Entity Type:</b>	Corporation: ILLINOIS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1021003	PULSECOM	
<b>Registration Number:</b>	1024541	PULSECOM	
<b>Registration Number:</b>	2432685	PULSECOM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8446706009		
<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>	(202) 659-6930		
<b>Email:</b>	mdicarlo@dickinsonwright.com		
<b>Correspondent Name:</b>	Fred W. Hathaway		
<b>Address Line 1:</b>	Dickinson Wright PLLC		
<b>Address Line 2:</b>	1825 Eye Street, N.W., Suite 900		
<b>Address Line 4:</b>	Washington, D.C. 20006		
<b>NAME OF SUBMITTER:</b>	Fred W. Hathaway		
<b>SIGNATURE:</b>	/FWH/		
<b>DATE SIGNED:</b>	08/31/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("*Assignment*") is entered into as of July 14th, 2016, by **Pulse Communications, Inc.**, a Virginia corporation ("*Assignor*") in favor of **Enginuity Communications Corporation**, an Illinois corporation ("*Assignee*").

WHEREAS, Assignor and Assignee are parties to the Asset Purchase Agreement dated as of even date herewith (the "*Purchase Agreement*") pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, certain Marks;

WHEREAS, except as otherwise set forth on the Disclosure Schedules to the Purchase Agreement, Assignor owns all right, title and interest in and to the Marks including, without limitation, the trademark registrations and applications for registration, identified and set forth on Schedule A attached hereto, and all goodwill associated therewith;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing and existing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of its right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, transfers, assigns and conveys to Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Marks, in the United States and all countries throughout the world, together with the goodwill of the business associated therewith, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee's own use and enjoyment, including all rights of priority, to the full end of the term or terms for which the foregoing may be granted, renewed and/or extended, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation, unfair competition, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.
2. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any assignments, affidavits, declarations, oaths or other documents as may

reasonably be required) in connection with effectuating and implementing this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.
4. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement. This Assignment is intended to evidence the consummation of the transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit, qualify or otherwise modify any provision of the Purchase Agreement. To the extent there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

\* \* \* \* \*

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

Pulse Communications, Inc.

By: Darrah S. Wegman  
Name: Darrah S. Wegman  
Title: President

STATE OF CONNECTICUT

)

) ss: She/Hon

COUNTY OF FAIRFIELD

)


On this 13<sup>th</sup> day of July, 2016,  
personally before me came Darrah S. Wegman known to me, and known to me to be the person described and who signed the annexed assignment, and, being duly sworn, acknowledged that he executed the same.

(SEAL)

Angela Souza Abtaily  
Notary Public  
My Comm. Exp. 7/31/16

ASSIGNEE:

ENGINEUTY COMMUNICATIONS CORPORATION

By:   
Name: STEPHEN A. TODD  
Title: PRESIDENT

*[Signature Page to Trademark Assignment Agreement]*

Schedule A  
to Trademark Assignment

Title	Jdx.	App. No	Reg No.	Filing Date	Reg. Date	Owner
PULSECOM	CAN	388,720	TMA216,510	8/15/1975	10/8/1976	Pulse Communications, Inc.
PULSECOM	U.S.	43,313 73/043,313	1,021,003	2/3/1975	9/23/1975	Pulse Communications, Inc.
PULSECOM	U.S.	15,898 73/015,898	1,024,541	3/14/1974	11/11/1975	Pulse Communications, Inc.
<b>PULSECOM</b>	U.S.	75/584,540	2,432,685	11/6/1998	3/6/2001	Pulse Communications, Inc.

*[Signature Page to Trademark Assignment Agreement]*