

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408640

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Network Billing Systems, L.L.C.		11/14/2016	Limited Liability Company: NEW JERSEY
Fusion Telecommunications International, Inc.		11/14/2016	Corporation: DELAWARE
PingTone Communications, Inc.		11/14/2016	Corporation: DELAWARE
Apptix, Inc.		11/14/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Praesidian Capital Opportunity Fund III, LP		
Street Address:	419 Park Avenue South		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	3264612	V.O.I.C.E. THE ONE THAT WORKS!	
Registration Number:	2970850	FUSION TELECOM	
Serial Number:	86281292	FUSION	
Serial Number:	86281295	FUSION	
Serial Number:	86281300	CLEAR CONNECTIONS IN THE CLOUD	
Registration Number:	2880663	PINGTONE COMMUNICATIONS	
Registration Number:	4054446	APPTIX	
Registration Number:	4780287	CLOUD ALLIANCE NETWORK POWERED BY A APPT	
Registration Number:	4780288	CLOUD ALLIANCE NETWORK POWERED BY A APPT	
Registration Number:	4861836	CLOUD ALLIANCE NETWORK POWERED BY A APPT	
Registration Number:	2840397	MAILSTREET	
Registration Number:	4054447	MAILSTREET	
CORRESPONDENCE DATA			

CH \$315.00 3264612

Fax Number: 4048538806

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.

Phone: 404.853.8000

Email: julie.murphy@sutherland.com

Correspondent Name: Sutherland Asbill & Brennan LLP

Address Line 1: 999 Peachtree Street NE

Address Line 4: Atlanta, GEORGIA 30309-3996

ATTORNEY DOCKET NUMBER:	35486-0003
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NAME OF SUBMITTER:	Christina Rissler
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SIGNATURE:	/Christina Rissler/
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DATE SIGNED:	12/12/2016
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Total Attachments: 20

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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") made as of November 14, 2016, by FUSION NBS ACQUISITION CORP., a Delaware corporation ("Borrower"), FUSION TELECOMMUNICATIONS INTERNATIONAL, INC., a Delaware corporation ("Parent"), NETWORK BILLING SYSTEMS, L.L.C., a New Jersey limited liability company ("NBS"), FUSION BVX LLC, a Delaware limited liability company ("BVX"), PINGTONE COMMUNICATIONS, INC., a Delaware corporation ("PingTone"), FIDELITY ACCESS NETWORKS, LLC, an Ohio limited liability company ("FANL"), FIDELITY CONNECT LLC, an Ohio limited liability company ("FCL"), FIDELITY VOICE SERVICES, LLC, an Ohio limited liability company ("FVS"), FIDELITY ACCESS NETWORKS, INC., an Ohio corporation ("FANI"), FIDELITY TELECOM, LLC, an Ohio limited liability company ("FTL"), APPTIX, INC., a Florida corporation ("Apptix", and together with Borrower, Parent, NBS, BVX, PingTone, FANL, FCL, FVS, FANI and FTL, each, a "Grantor" and together, "Grantors"), in favor of PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP ("Fund III"), a Delaware limited partnership, in its capacity as agent (in such capacity, "Agent") for the Lenders (as defined below):

W I T N E S S E T H

WHEREAS, Grantors and Agent are parties to that certain Fifth Amended and Restated Securities Purchase Agreement and Security Agreement , dated as of the date hereof, by and among, Grantors, Fund III, Praesidian Capital Opportunity Fund III-A, LP, a Delaware limited partnership ("Fund III-A"), United Insurance Company of America, an Illinois corporation (together with Fund III, Fund III-A and each of their respective successors and permitted assigns, collectively, the "Lenders"), and Agent, and the other parties thereto from time to time (as same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"); and

WHEREAS, each Grantor has granted to Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by such Grantor's trademarks and all products and proceeds thereof, to secure the prompt payment and performance of the Obligations owing by such Grantor under the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Purchase Agreement. The Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent, for its benefit and the benefit of the

Lenders, shall be in addition to any rights and remedies granted under the Purchase Agreement, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks (as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks) in accordance with the terms of the Purchase Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt payment and performance of the Obligations, each Grantor hereby grants to Agent, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Purchase Agreement, of a continuing security interest in such Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule I annexed hereto (such trademarks referred to as the "Trademarks"), together with any additions thereto, reissues, continuations or extensions thereof, and all registrations and trademark applications therefor, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim of such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants.

(i) Each Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of the Required Lenders, except as otherwise permitted under the Purchase Agreement.

(ii) Each Grantor agrees to disclose to Agent and the Lenders, on a semi-annual basis, all (i) previously filed trademark applications for which such Grantor received notice of approval, together with the registration numbers for any and all such approved trademarks, and (ii) new applications for trademarks filed by such Grantor, in each case since the last Compliance Certificate provided by such Grantor.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Purchase Agreement which has not been waived in writing by the Lenders, each Grantor hereby covenants and agrees that Agent, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Delaware, may take such action permitted under the Purchase Agreement, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. Upon the occurrence of an Event of Default that has not been

waived in writing by the Lenders, each Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select, in its exclusive discretion, as such Grantor's true and lawful attorney-in-fact, with the power to endorse such Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent and the Lenders, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Agent and the Lenders to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement and the Purchase Agreement and until all of the Obligations are indefeasibly paid and satisfied in full.

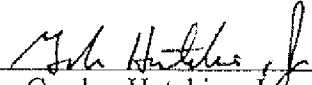
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any judicial proceeding brought by either party hereto with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the County of New York, State of New York, United States of America, and, by execution and delivery of this Agreement, each party hereto accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made in the manner set forth in the Purchase Agreement. Each party hereto waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Each party hereto waives the right to remove any judicial proceeding brought against either party in any state court to any federal court. Any judicial proceeding by either party hereto involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in the federal court for the Southern District of New York or state court located in the County of New York, State of New York.

6. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent or the Lenders.

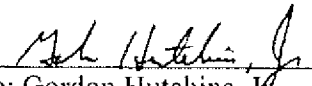
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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.


FUSION NBS ACQUISITION CORP.

By: 
Name: Gordon Hutchins, Jr.
Title: President and Chief Operating Officer

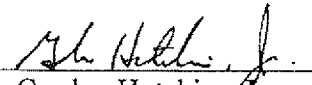
FUSION TELECOMMUNICATIONS INTERNATIONAL, INC.

By: 
Name: Gordon Hutchins, Jr.
Title: President and Chief Operating Officer

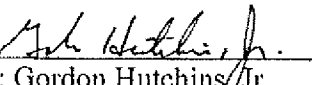
NETWORK BILLING SYSTEMS, L.L.C.

By: 
Name: Gordon Hutchins, Jr.
Title: Executive Vice President

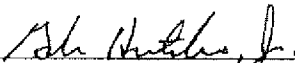
FUSION BVX LLC

By: 
Name: Gordon Hutchins, Jr.
Title: President


PINGTONE COMMUNICATIONS, INC.

By: 
Name: Gordon Hutchins, Jr.
Title: President and Chief Operating Officer

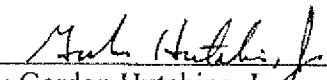
FIDELITY ACCESS NETWORKS, LLC

By: 
Name: Gordon Hutchins, Jr.
Title: President and Chief Operating Officer

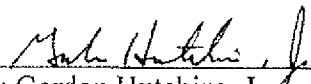
FIDELITY CONNECT LLC

By: 
Name: Gordon Hutchins, Jr.
Title: President and Chief Operating Officer

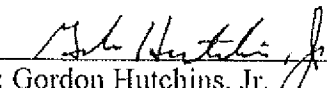
FIDELITY VOICE SERVICES, LLC

By: 
Name: Gordon Hutchins, Jr.
Title: President and Chief Operating Officer

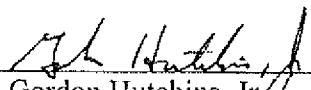
FIDELITY ACCESS NETWORKS, INC.

By: 
Name: Gordon Hutchins, Jr.
Title: President and Chief Operating Officer

FIDELITY TELECOM, LLC

By: 
Name: Gordon Hutchins, Jr.
Title: President and Chief Operating Officer

APPTIX, INC.

By: 
Name: Gordon Hutchins, Jr.
Title: President and Chief Operating Officer

Agreed and Accepted,

**PRAESIDIAN CAPITAL OPPORTUNITY
FUND III, LP, as Agent**

By: Praesidian Capital Opportunity GP III, LLC,
its General Partner

By: 

Name: Jason D. Drattell

Title: Manager

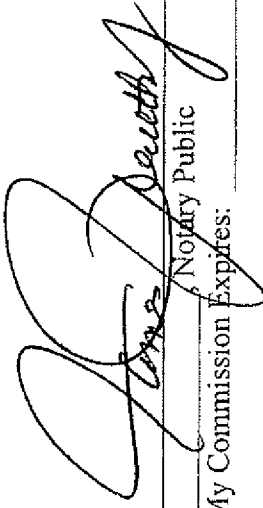
[SIGNATURE PAGE TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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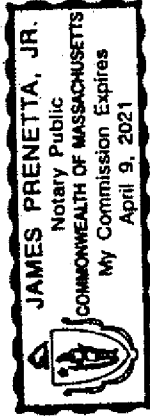
COMPANY ACKNOWLEDGMENT

Commonwealth
UNITED STATES OF AMERICA :
~~STATE OF MASSACHUSETTS~~ : SS
COUNTY OF *SUFFOLK* :

On this 14 of November, 2016, before me personally appeared Gordon Hutchins, Jr., to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Fidelity Access Networks, LLC, an Ohio limited liability company, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



Notary Public
My Commission Expires: _____



[AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT COMPANY ACKNOWLEDGMENT]

COMPANY ACKNOWLEDGMENT

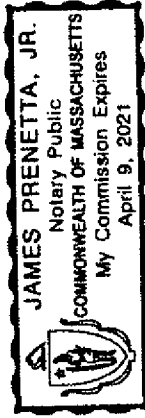
COMMONWEALTH
UNITED STATES OF AMERICA :
STATE OF MASSACHUSETTS :
COUNTY OF *SUFFOLK* :

SS

On this 14 of November, 2016, before me personally appeared Gordon Hutchins, Jr., to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Fidelity Connect LLC, an Ohio limited liability company, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

[Signature]

Notary Public
My Commission Expires: _____



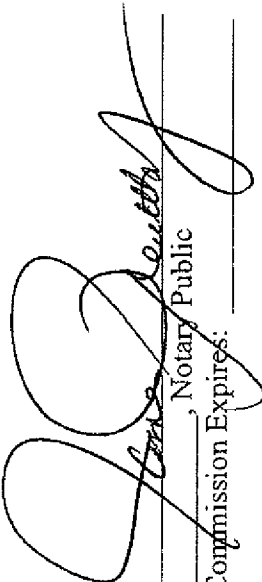
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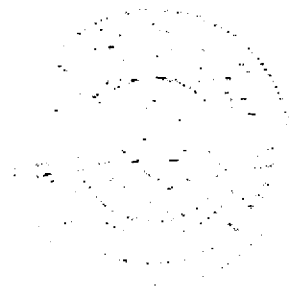
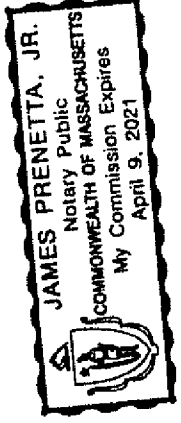
COMPANY ACKNOWLEDGMENT

Commonwealth
UNITED STATES OF AMERICA :
~~STATE OF MASSACHUSETTS~~ :
COUNTY OF *SUFFOLK* :

SS

On this 14 of November, 2016, before me personally appeared Gordon Hutchins, Jr., to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Fidelity Voice Services, LLC, an Ohio limited liability company, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.


_____, Notary Public
My Commission Expires: _____



[AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT COMPANY ACKNOWLEDGMENT]

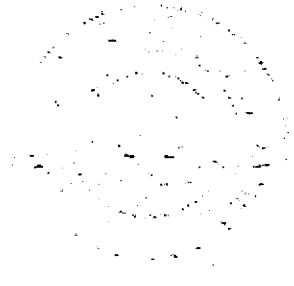
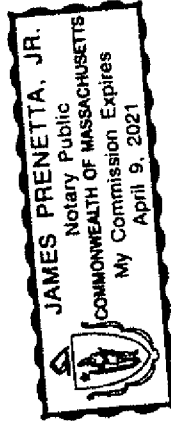
COMPANY ACKNOWLEDGMENT

Commonwealth
UNITED STATES OF AMERICA :
STATE OF *MASSACHUSETTS* :
COUNTY OF *SUFFOLK* :

SS

On this 11 of November, 2016, before me personally appeared Gordon Hutchins, Jr., to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of Fidelity Access Networks, Inc., an Ohio corporation, that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she/he desires the same to be recorded as such.

James J. Prentice, Jr.
_____, Notary Public
My Commission Expires: _____

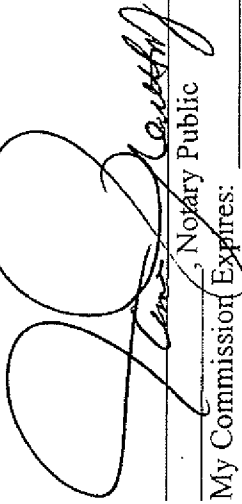


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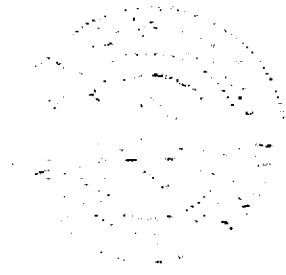
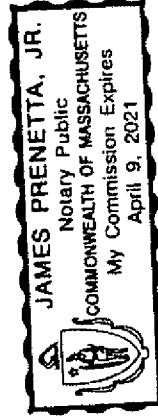
COMPANY ACKNOWLEDGMENT

COMMONWEALTH
UNITED STATES OF AMERICA :
STATE OF *MASSACHUSETTS* : SS
COUNTY OF *SUFFOLK* :

On this 14 of November, 2016, before me personally appeared Gordon Hutchins, Jr., to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Fusion NBS Acquisition Corp., a Delaware corporation, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



Notary Public
My Commission Expires:



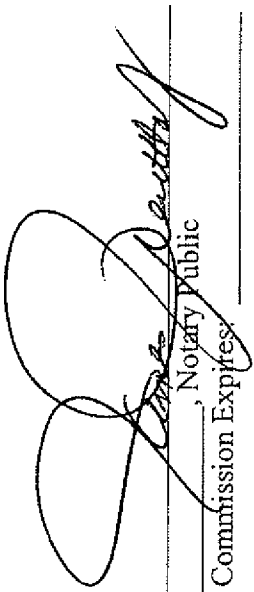
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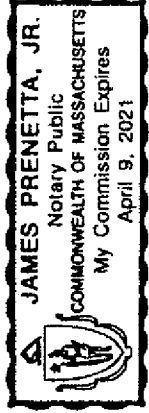
COMPANY ACKNOWLEDGMENT

Cambridge

UNITED STATES OF AMERICA :
STATE OF *MASSACHUSETTS* : SS
COUNTY OF *SUFFOLK* :

On this 11 of November, 2016, before me personally appeared Gordon Hutchins, Jr., to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Fusion Telecommunications International, Inc., a Delaware corporation, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

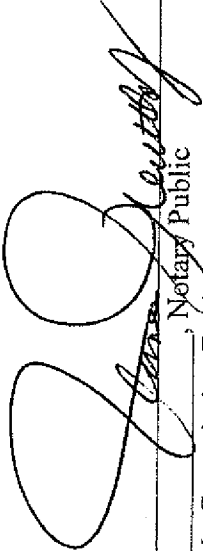

_____, Notary Public
My Commission Expires _____

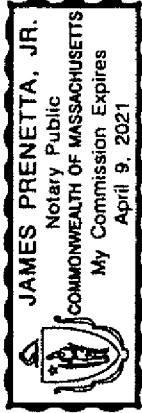


COMPANY ACKNOWLEDGMENT

Commwealth
UNITED STATES OF AMERICA :
STATE OF MASSACHUSETTS : SS
COUNTY OF SUFFOLK :

On this 14 of November, 2016, before me personally appeared Gordon Hutchins, Jr., to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Network Billing Systems, L.L.C., a New Jersey limited liability company, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.


_____, Notary Public
My Commission Expires: _____



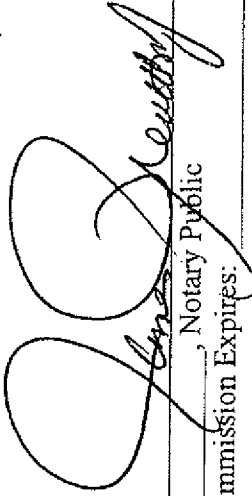
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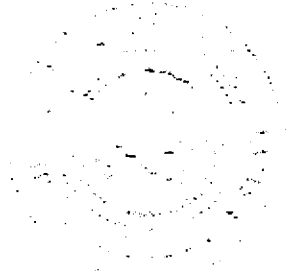
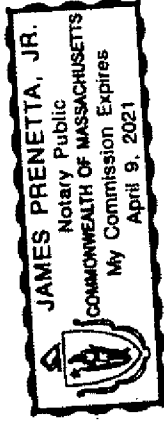
COMPANY ACKNOWLEDGMENT

Commonwealth
UNITED STATES OF AMERICA :
STATE OF *MASSACHUSETTS* :
COUNTY OF *SUFFOLK* :

SS

On this 14 of November, 2016, before me personally appeared Gordon Hutchins, Jr., to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Fusion BVX LLC, a Delaware limited liability company, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.


_____, Notary Public
My Commission Expires: _____

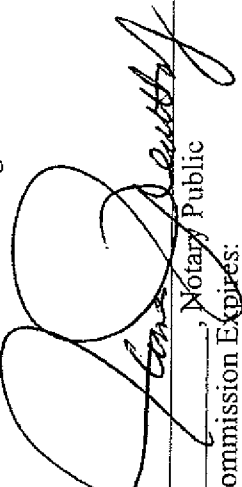


[AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT COMPANY ACKNOWLEDGMENT]

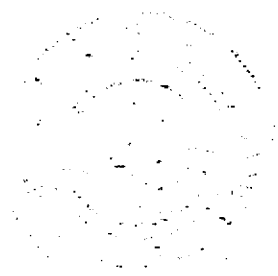
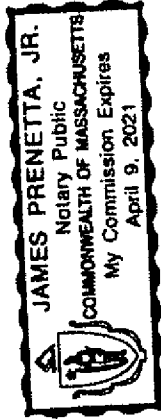
COMPANY ACKNOWLEDGMENT

COMMONWEALTH
UNITED STATES OF AMERICA :
STATE OF *MASSACHUSETTS* : SS
COUNTY OF *SUFFOLK* :

On this 14 of November, 2016, before me personally appeared Gordon Hutchins, Jr., to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of PingTone Communications, Inc., a Delaware corporation, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.



Notary Public
My Commission Expires: _____



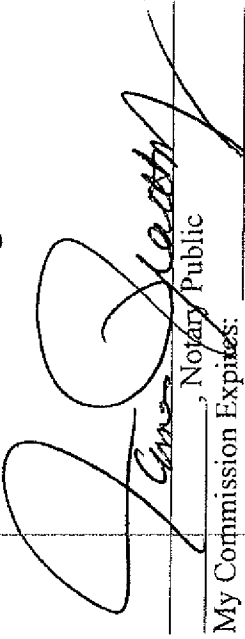
[AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT COMPANY ACKNOWLEDGMENT]

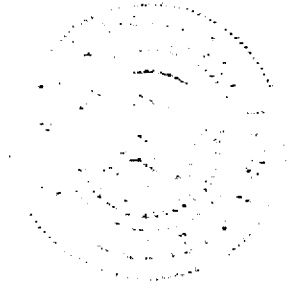
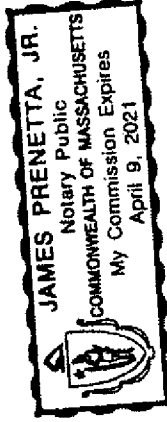
COMPANY ACKNOWLEDGMENT

COMMONWEALTH
UNITED STATES OF AMERICA :
~~STATE OF MASSACHUSETTS~~ :
COUNTY OF *SUFFOLK* :

SS

On this 11 of November, 2016, before me personally appeared Gordon Hutchins, Jr., to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Fidelity Telecom, LLC, an Ohio limited liability company, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.


_____, Notary Public
My Commission Expires: _____



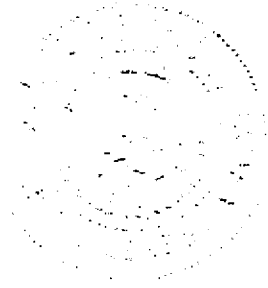
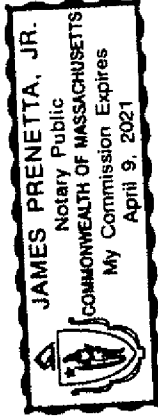
[AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT COMPANY ACKNOWLEDGMENT]

COMPANY ACKNOWLEDGMENT

James P. Prentice
UNITED STATES OF AMERICA :
STATE OF MASSACHUSETTS : SS
COUNTY OF SUFFOLK :

On this 14 of November, 2016, before me personally appeared Gordon Hutchins, Jr., to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Applix, Inc., a Florida corporation, that he signed the within Agreement pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.

James P. Prentice
_____, Notary Public
My Commission Expires: _____



[AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT COMPANY ACKNOWLEDGMENT]

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>Owner</u> Trademark Description	U.S. Registration/Serial No./ Application No.	Date Registered/Filed
<u>Network Billing Systems, L.L.C.</u>		
V.O.I.C.E the one that Works!	Registration No. 3264612	Registered: July 17, 2007
<u>Fusion Telecommunications International, Inc.</u>		
Fusion Telecom	Registration No. 2970850	Registered: July 19, 2005
FUSION	Serial No. 86281292	Filed: May 14, 2014
FUSION	Serial No. 86281295	Filed: May 14, 2014
CLEAR CONNECTIONS IN THE CLOUD	Serial No. 86281300 Registration No. 4,775,318	Filed: May 14, 2014 Registered: July 21, 2015
<u>PingTone Communications, Inc.</u>		
PingTone Communications	Registration No. 2880663	Registered: September 7, 2004
<u>Apptix, Inc.</u>		
Apptix	Registration No. 4,054,446	Filed: February 11, 2010 Registered: November 15, 2011
Cloud Alliance Network & Design	Registration Nos. 4,780,287	Filed: June 6, 2014 Registered: July 28, 2015
Cloud Alliance Network & Design	Registration No. 4,780,288	Filed: June 6, 2014 Registered: July 28, 2015
Cloud Alliance Network & Design	Registration No. 4,861,836	Filed: June 6, 2014 Registered: December 1, 2015
Mailstreet	Registration No. 2,840,397	Filed: June 15, 2003 Registered: May 11, 2004
Mailstreet	Registration No. 4,054,447	Filed: February 11, 2010 Registered: November 15, 2011

EXHIBIT 1

TRADEMARK ASSIGNMENT

FUSION NBS ACQUISITION CORP., a Delaware corporation (“Borrower”), FUSION TELECOMMUNICATIONS INTERNATIONAL, INC., a Delaware corporation (“Parent”), NETWORK BILLING SYSTEMS, L.L.C., a New Jersey limited liability company (“NBS”), FUSION BVX LLC, a Delaware limited liability company (“BVX”), PINGTONE COMMUNICATIONS, INC., a Delaware corporation (“PingTone”), FIDELITY ACCESS NETWORKS, LLC, an Ohio limited liability company (“FANL”), FIDELITY CONNECT LLC, an Ohio limited liability company (“FCL”), FIDELITY VOICE SERVICES, LLC, an Ohio limited liability company (“FVS”), FIDELITY ACCESS NETWORKS, INC., an Ohio corporation (“FANI”), FIDELITY TELECOM, LLC, an Ohio limited liability company (“FTL”), APPTIX, INC., a Florida corporation (“Apptix”, and together with Borrower, Parent, NBS, BVX, PingTone, FANL, FCL, FVS, FANI and FTL, each a “Grantor” and together, “Grantors”), are, individually or jointly, the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof (“Trademarks”); and

WHEREAS, PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP, having a place of business at 2 Madison Avenue, Larchmont, NY 10538 (“Grantee”) is desirous of acquiring said Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, each Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated November 14, 2016 between Grantors and Grantee (i) each Trademark, together with any additions thereto, reissues, continuations or extensions thereof, and all registrations and trademark applications therefor, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and (ii) all products and proceeds of the forgoing, including without limitation, any claim of such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any Trademark. all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____.

[_____]

By: _____
Attorney-in-fact

Witness: