

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONTRIBUTION AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C.S.F., Inc.		10/01/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	CSF, LLC		
Street Address:	2 Embarcadero Center, #2320		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	Limited Liability Company: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3934188	CARRIER EXPRESS	
Registration Number:	2558482	8MS	
CORRESPONDENCE DATA			
Fax Number:	6178568201		
<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:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	MARK S. LEONARDO		
Address Line 1:	ONE FINANCIAL CENTER		
Address Line 2:	BROWN RUDNICK LLP		
Address Line 4:	BOSTON, MASSACHUSETTS 02111		
NAME OF SUBMITTER:	Mark S. Leonardo		
SIGNATURE:	/Mark S. Leonardo/		
DATE SIGNED:	01/27/2017		
Total Attachments: 8			
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CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this “*Agreement*”) is made and entered into as of October 1, 2016 by and between CSF, LLC, a New Jersey limited liability company (the “*Company*”), and C.S.F., Inc., a New Jersey corporation (“*CSF*” or the “*Contributor*”).

WHEREAS, on August 3, 2016, CSF formed the Company as its sole member;

WHEREAS, the Contributor is the owner of all right, title and interest in and to the assets described on Exhibit A hereto (the “*Contributed Assets*”), such assets being substantially all of the assets of Seller currently used by Seller in its business of providing toll-free number administration, provisioning and least cost-routing software and services to businesses and other providers of toll-free numbers, toll-free texting software and services to consumers or business and other related services of responsible organizations in the toll-free industry (the “*Business*”);

WHEREAS, as an inducement to CSF to acquire such membership interest in, and become a member of, the Company, CSF and the Company desire to enter into this Agreement to confirm and ratify the terms on which all of CSF’s right, title and interest in and to the Contributed Assets, in each case free and clear of any encumbrances are contributed to the Company effective as of the date hereof (such contribution, the “*Contribution*”); and

WHEREAS, the parties hereto intend for the Contribution to qualify as a nontaxable exchange under Section 721 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Contribution; Assignment and Assumption.

(a) The Contributor hereby confirms and ratifies the contribution, conveyance, assignment, transfer and delivery, free and clear of any encumbrance, to the Company of all of its right, title and interest in and to the Contributed Assets as of the applicable Contribution Effective Date (as defined below), and the Company hereby confirms and ratifies its assumption of, and its agreement to perform, pay, defend and discharge, the Contributor’s liabilities and obligations of any nature (whether fixed, contingent, accrued, unliquidated, absolute or otherwise) with respect to the Contributed Assets. The date of any Contribution and assumption of a Contributed Asset or liability or obligation referred to above, as the case may be, is referred to herein as the “*Contribution Effective Date*” of such asset, liability or obligation. The first Contribution Effective Date was the date hereof.

(b) The Contributor hereby confirms and ratifies the assignment of all of its right, title and interest in and to all of the Contributed Assets to the Company, and the Company hereby confirms and ratifies its acceptance of the liabilities reflected on Exhibit B and its agreement to comply with and be bound by the terms and conditions thereof (the “*Assumed Liabilities*”). Notwithstanding the foregoing, the Contribution Effective Date for the employees of CSF to be transferred to the Company shall be January 1, 2017 pursuant to that certain Group

Hiring and Employee Leasing Agreement between CSF and the Company of even date herewith; provided, however, that the Company shall reimburse CSF for any and all costs incurred by CSF for payments to employees prior to such Contribution Effective Date.

(c) Subject, in each case, to (i) the limitations set forth herein and (ii) the compliance by the Contributor with its obligations hereunder, the Company hereby confirms and ratifies its acceptance of the Contribution as CSF's initial Capital Contribution.

2. Further Assurances; Novation.

(a) Each party hereby agrees to use commercially reasonable efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things necessary, proper or advisable, consistent with applicable law to consummate and make effective the Contribution and other transactions contemplated hereby. Each of the parties hereto agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be reasonably requested by any other party, or as may be reasonably necessary, desirable or proper, to vest, perfect or confirm in the Company the title to the Contributed Assets and carry out the intent and purpose of this Agreement.

(b) Without limiting the generality of the foregoing, if the assignment to the Company of any contract or lease would not be permitted without a third party license or consent, then this Agreement will not be deemed to constitute an assignment of or an undertaking or attempt to assign such assigned contract or lease or any right or interest therein unless and until such license or consent is obtained; provided, however, that the Contributor shall use its commercially reasonable efforts to obtain all such licenses or consents as promptly as practicable and, until any such licenses or consents are obtained, the Contributor and the Company will reasonably cooperate with each other in any lawful and commercially feasible arrangement designed to provide the Company with the benefits and obligations of any such assigned contract or lease.

(c) The Company shall use commercially reasonable efforts to obtain, or cause to be obtained, any consent, approval, substitution or amendment required to novate or assign, to the fullest extent permitted by applicable law, all liabilities and obligations under the assigned contracts and leases for which any of the Contributor and the Company would continue to be jointly liable following the applicable Contribution Effective Date, or, if permitted by applicable law, to obtain in writing the unconditional release of all other parties to such assigned contracts and leases so that, in each case, the Company shall be solely responsible for such liabilities and obligations except as otherwise provided herein.

3. Representations and Warranties. The Contributor represents and warrants to the Company that the following statements contained in this Section 3 are true and complete:

(a) Existence. As of the date hereof and each Contribution Effective Date, the Contributor is or was duly organized, validly existing, duly qualified to transact business and in good standing under the laws of its jurisdiction of incorporation and has or had the corporate power and authority to own or lease, use and operate its assets and property (including the

Contributed Assets), to carry on its business as now being conducted, and to execute and deliver this Agreement and to perform its obligations hereunder.

(b) Authority; Binding Effect. As of the date hereof and each Contribution Effective Date, (i) the execution, delivery and performance of this Agreement, the performance by the Contributor of this Agreement and the consummation by the Contributor of the Contribution have been duly and validly authorized by all corporate action on the part of the Contributor necessary for the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and (ii) this Agreement has been duly executed and delivered by the Contributor and constitutes the legal, valid and binding agreement and obligation of the Contributor, enforceable against it in accordance with its terms.

4. Counterparts. This Agreement may be executed in any number of counterparts, including by facsimile or electronic transmission, each of which when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument binding upon all of the parties notwithstanding the fact that all of the parties are not signatory to the original or the same counterpart.

5. Amendment. This Agreement may not be amended, altered, cancelled or modified, and no provision hereof may be waived, except by written instrument signed by all parties to this Agreement.

6. Governing Law. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New Jersey applicable to contracts made and to be performed therein, and shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

7. Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.

8. Specific Performance. It is hereby agreed and acknowledged that it will be impossible to measure in money the damages that would be suffered if the parties fail to comply with any of the obligations herein imposed on them by this Agreement and that, in the event of any such failure, an aggrieved party will be irreparably damaged and will not have an adequate remedy at law. Any such party shall, therefore, be entitled (in addition to any other remedy to which such party may be entitled at law or in equity) to injunctive relief, including specific performance, to enforce such obligations, without the posting of any bond, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defense that there is an adequate remedy at law.

9. Third Party Beneficiaries; Enforcement. This Agreement shall inure solely to the benefit of each of the parties and their permitted successors and assigns, and nothing in this

Agreement is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

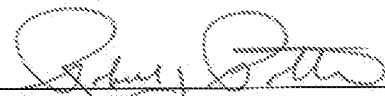
10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, whether expressed or implied, will confer on any Person, other than the parties or their respective permitted successors and assigns, any rights, remedies or liabilities.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or oral, and understandings between the parties hereto with respect to such subject matter (other than the Company LLC Agreement).

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have caused this to be executed as of the date first written above.

CSF, LLC, by its Sole Member, C.S.F., Inc.

By: 
Name: Robert Potter
Title: President

C.S.F, INC.

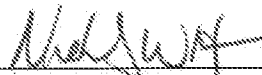
By: 
Name: Nicholas Horn
Title: Vice President

Exhibit A

Assets

The Assets shall consist of CSF's Business and all tangible and all intangible assets utilized in connection with the Business and to which CSF has the right, title and interest, other than the Excluded Assets listed on Exhibit A-1 hereto. The Assets shall include, but not be limited to, all assets represented on the balance sheet of CSF. The Assets specifically shall include, but not be limited to (i) the names "C.S.F.," "_____,," or "_____,," and all derivations thereof, and (ii) all of the cash, accounts receivable, revenue, customer orders, work-in-process, materials, furniture, fixtures, equipment, leasehold improvements, leases, telephone numbers, warranties on assets, prepaid expenses, including insurance, customer lists, drawings, software documentation and codes, licenses and permits, books and records (other than corporate minutes and stock records), marketing materials, noncompete agreements, contracts and contract rights, patents, patent applications, inventions, copyrights, trademarks, trade names, service marks and service marks pending (if any), corporate names, royalty agreements and other proprietary rights of Seller. The Assets specifically exclude those items listed on Exhibit "A-1" attached to this Exhibit A (the "Excluded Assets").

Exhibit A-1

Excluded Assets

The stock ledger and corporate minute book of Seller.

Exhibit B

Assumed Liabilities

1. All liabilities reflected on the closing balance sheet of CSF as of the date hereof.
2. Balance of lease obligations under the lease agreement CSF's office facility.
3. All other liabilities incurred in the ordinary course of the Business.