

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	12/19/2016		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clutch Holdings, Inc.		12/19/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Clutch Holdings LLC		
Street Address:	201 South Maple Avenue		
Internal Address:	Suite 250		
City:	Ambler		
State/Country:	PENNSYLVANIA		
Postal Code:	19002		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87169131	PIO	
Serial Number:	86638232	PERSIO	
Registration Number:	4335995	GO4WIFI	
CORRESPONDENCE DATA			
Fax Number:	2033276401		
<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:	203-327-4500		
Email:	trademark@ogrp.com		
Correspondent Name:	Terrence J. McAllister		
Address Line 1:	Ohlandt, Greeley, Ruggiero & Perle, LLP		
Address Line 2:	One Landmark Square, 10th Floor		
Address Line 4:	Stamford, CONNECTICUT 06901-2682		
ATTORNEY DOCKET NUMBER:	0011684UST1/0011685UST1/6		
NAME OF SUBMITTER:	Terrence J. McAllister		
SIGNATURE:	/Terrence J. McAllister/		
DATE SIGNED:	02/10/2017		

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Total Attachments: 3

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Trademark Assignment

This TRADEMARK ASSIGNMENT, dated as of December 19, 2016, is made by Clutch Holdings, Inc. ("Assignor"), a Delaware corporation, located at 201 South Maple Avenue, Suite 250, Ambler, PA 19002, in favor of Clutch Holdings LLC ("Assignee"), a Delaware limited liability company, located at 201 South Maple Avenue, Suite 250, Ambler, PA 19002.

WHEREAS, Assignor has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office.

NOW THEREFORE, Assignor agrees as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee all of Assignor's right, title, and interest in and to the trademarks listed in Schedule 1 hereto (the "Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, and including the following:

(a) the trademark registrations and applications set forth in Schedule 1 hereto and all issuances, extensions, and renewals thereof;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.

3. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first written above.

CLUTCH HOLDINGS, INC.

By: 


Name: Mark S. Pollock

Title: Chief Financial Officer

Address for Notices:

201 South Maple Avenue, Suite 250, Ambler, PA
19002

**SCHEDULE 1
ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark	Application No.	Filing Date	Registration No.	Registration Date
	87169131	9/13/16		
PERSIO	86638232	5/21/15	5125123	1/17/17
G04WIFI	85545013	2/16/12	4335995	5/14/13