

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419568

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK ASSIGNMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Great Lakes Comnet, Inc.		06/01/2016	Corporation: MICHIGAN
Comlink, L.L.C.		06/01/2016	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Everstream GLC Holding Company LLC		
<b>Street Address:</b>	1228 Euclid Avenue, Suite 250		
<b>Internal Address:</b>	Attention: Brett Lindsey		
<b>City:</b>	Cleveland		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44115		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4654380	EMPOWERING CONNECTIONS	
<b>Registration Number:</b>	4608636	COMLINK SIMPLIFYING A COMPLEX WORLD	
<b>Registration Number:</b>	4521734	SIMPLIFYING A COMPLEX WORLD	
<b>Registration Number:</b>	4553470	VARCLOUD	
<b>Registration Number:</b>	4472802	VARCLOUD	
<b>Registration Number:</b>	4462649	MEDISPHERE	
<b>Registration Number:</b>	4446519	MEDISPHERE	
<b>Registration Number:</b>	4175719	DATASPHERE	
<b>Registration Number:</b>	4175231	COMLINK	
<b>Registration Number:</b>	4063454	THINKING BEYOND THE CLOUD	
<b>Registration Number:</b>	4129404	DATASPHERE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2165665800		
<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>	2165667165		
<b>Email:</b>	art.licygiewicz@thompsonhine.com		
<b>TRADEMARK</b>			

OP \$290.00 4654380

**Correspondent Name:** Arthur P. Licygiewicz, Esq.  
**Address Line 1:** 127 Public Square, 3900 Key Center  
**Address Line 2:** Thompson Hine LLP  
**Address Line 4:** Cleveland, OHIO 44114

<b>NAME OF SUBMITTER:</b>	Arthur P. Licygiewicz
<b>SIGNATURE:</b>	/Arthur P. Licygiewicz/
<b>DATE SIGNED:</b>	03/14/2017

**Total Attachments: 5**

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source=Everstream (GLC) Trademark Assignment#page5.tif

## TRADEMARK ASSIGNMENT

This Trademark Assignment (“**Trademark Assignment**”) is made and entered into as of June 1, 2016, by and between Great Lakes Comnet, Inc., a Michigan corporation, and Comlink, L.L.C., a Michigan limited liability company (each, a “**Assignor**” and collectively, the “**Assignors**”), and (ii) Everstream GLC Holding Company LLC, a Delaware limited liability company (the “**Assignee**”). Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to them in the Purchase Agreement.

### RECITALS

A. The Assignors and the Assignee are parties to that certain Purchase and Sale Agreement dated as of January 29, 2016 (the “**Purchase Agreement**”).

B. Pursuant to the Purchase Agreement, the Assignors have agreed to sell, transfer, assign, convey and deliver to the Assignee, and the Assignee has agreed to purchase and acquire from the Assignors, all of the Assignors’ right, title and interest in and to the Acquired Assets, including the United States trademark registrations set forth on **Schedule A** or that otherwise constitute the Acquired Assets and the goodwill associated with all of the foregoing (collectively, the “**Trademarks**”), on the terms and subject to the conditions more fully described in the Purchase Agreement.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Trademarks. Upon the terms and subject to the conditions of the Purchase Agreement, and pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, at the Closing and effective as of the date hereof, each of the Assignors hereby irrevocably sells, transfers, assigns, conveys and delivers to Assignee all of such Assignor’s right, title and interest in and to the Trademarks together with all of the goodwill of the business relating to the products and/or services on which the marks are used and for which they are registered, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Each of the Assignors hereby authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as the assignee and owner of the Trademarks and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives.

2. Terms of Purchase Agreement. This Trademark Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. In the event of a conflict between the terms and provisions of this Trademark Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

3. Successors ; Assignment. This Trademark Assignment will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

4. Headings; Interpretation. The section headings of this Trademark Assignment are included for reference purposes only and shall not affect the construction or interpretation of any of the provisions of this Trademark Assignment. The Parties have participated jointly in the negotiation and drafting of this Trademark Assignment. In the event an ambiguity or question of intent arises, this Trademark Assignment shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Trademark Assignment.

5. Counterparts. This Trademark Assignment may be executed simultaneously in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Trademark Assignment, to the extent signed and delivered by means of a facsimile machine or other means of electronic transmission, shall be treated in all manner and respects and for all purposes as an original signature, agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

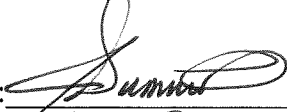
6. Choice of Law. This Trademark Assignment shall be construed and interpreted, and the rights of the parties determined in accordance with, the laws of the State of Michigan (without regard to its conflicts of laws principles), the Bankruptcy Code, and other applicable Federal law.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first written above.

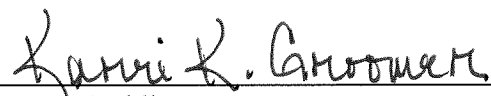
**ASSIGNORS:**

**Great Lakes Comnet, Inc.**

By:   
Name: JOHN SUMMERSETT  
Title: CEO

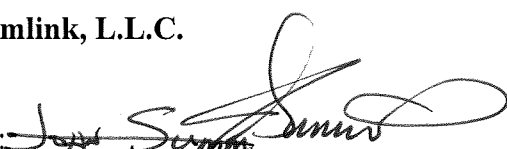
STATE OF Michigan )  
 ) SS:  
COUNTY OF Ingham )

On this 1st day of June, 2016 before me John Summersett known to me to be CEO of Great Lakes Comnet, Inc., who acknowledged that he signed this instrument as a free act on behalf of Great Lakes Comnet, Inc.

  
Notary Public:


My commission expires: 12.13.2020

**Comlink, L.L.C.**

By:   
Name: JOHN SUMMERSETT  
Title: AUTHORIZED AGENT

STATE OF Michigan )  
 ) SS:  
COUNTY OF Ingham )

On this 1st day of June, 2016 before me John Summersett known to me to be CEO of Comlink, L.L.C., who acknowledged that he signed this instrument as a free act on behalf of Comlink, L.L.C.

  
Notary Public:

My commission expires: 12.13.2020

[Trademark Assignment]

**KARRI K. GROOMER**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF INGHAM  
My Commission Expires December 13, 2020  
Acting in the County of Ingham

**KARRI K. GROOMER**  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF INGHAM  
My Commission Expires December 13, 2020  
Acting in the County of Ingham

**ASSIGNEE:**

**Everstream GLC Holding Company LLC**

By: [Signature]  
Name: Robert Lindsey  
Title: PRESIDENT

STATE OF \_\_\_\_\_ )  
                                  ) SS:  
COUNTY OF \_\_\_\_\_ )

On this 27 day of May, 2016 before me Kelley Gibson known to me to be President of Everstream GLC Holding Company LLC, who acknowledged that he signed this instrument as a free act on behalf of Everstream GLC Holding Company LLC.

[Signature]  
Notary Public:

My commission expires:



**KELLEY GIBSON**  
Notary Public, State of Ohio  
My Comm. Expires June 19, 2016.

[Trademark Assignment]

**Schedule A**

**Trademarks**

<b>Trademark</b>	<b>Serial/Reg. No.</b>	<b>Ownership of Record</b>	<b>Security Interest</b>
EMPOWERING CONNECTIONS	4654380	Great Lakes Comnet, Inc.	None recorded
COMLINK SIMPLIFYING A COMPLEX WORLD	4608636	Great Lakes Comnet, Inc.	None recorded
SIMPLIFYING A COMPLEX WORLD	4521734	Great Lakes Comnet, Inc.	None recorded
VARCLOUD, Classes 39 and 42	4553470	Great Lakes Comnet, Inc.	None recorded
VARCLOUD, Class 38	4472802	Great Lakes Comnet, Inc.	None recorded
MEDISPHERE and Design, Classes 38, 39 and 42	4462649	Great Lakes Comnet, Inc.	None recorded
MEDISPHERE (word), Classes 38 and 39	4446519	Great Lakes Comnet, Inc.	None recorded
DATASPHERE, Class 42	4175719	Great Lakes Comnet, Inc.	None recorded
COMLINK	4175231	Great Lakes Comnet, Inc.	None recorded
THINKING BEYOND THE CLOUD	4063454	Great Lakes Comnet, Inc.	None recorded
DATASPHERE, Classes 38 and 39	4129404	Great Lakes Comnet, Inc.	None recorded