

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431413

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Contactive Inc.		01/27/2015	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Thinking Phone Networks, Inc.		
Street Address:	10 Wilson Road		
City:	Cambridge		
State/Country:	MASSACHUSETTS		
Postal Code:	02140		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4452487	CONTACTIVE	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2128138800		
Email:	TAdmin@goodwinlaw.com, sallirampersad@goodwinlaw.com		
Correspondent Name:	GOODWIN PROCTER LLP		
Address Line 1:	620 Eighth Avenue		
Address Line 2:	Jessica S. Parise		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	129369-244919		
NAME OF SUBMITTER:	Shaleena Alli-Rampersad/Paralegal		
SIGNATURE:	/Shaleena Alli-Rampersad/		
DATE SIGNED:	06/15/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 27th day of January, 2015, by and between Contactive Inc., doing business as Klink, a corporation organized and existing under the laws of the State of Delaware, and having a usual place of business at 137 Varick St., Sixth Floor, New York, NY 10013 ("Seller"), and Thinking Phone Networks, Inc., a Delaware corporation and having a usual place of business at 10 Wilson Road, Cambridge, MA 02140 ("Buyer").

WHEREAS, Seller holds all right, title and interest in and to the trademarks, service marks and trade names identified in the attached Schedule A (the "Marks").

WHEREAS, Buyer and Seller have entered into that certain Asset Purchase Agreement dated January 27, 2015 (the "Purchase Agreement"), pursuant to which Buyer is acquiring all of Seller's right, title and interest in and to all of the Marks, together with the goodwill of the business symbolized thereby.

NOW, THEREFORE, for and in consideration of the premises set forth above and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Seller does hereby sell, assign, convey and transfer unto said Buyer, its successors, assigns, and legal representatives, Seller's entire right, title and interest in and throughout the United States of America, its territories and all foreign countries, in and to the Marks (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by said Buyer, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Marks, along with the right to sue for past infringements and collect same for Buyer's sole use and enjoyment.

Seller further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Marks and title thereto as the property of Buyer, its successors, legal representatives and assigns in accordance with the terms of this instrument. To the extent necessary to complete such registrations, Buyer is hereby authorized to record this Assignment with the United States Patent & Trademark Office and any similar office of any country or countries foreign to the United States.

Seller hereby further assigns, transfers and conveys to the Buyer any and all claims that Seller may hold for damages for reason of past, present or future infringement of the Marks.

To the extent Seller retains any right, title or interest in or to the Marks that cannot be assigned to Buyer pursuant to this Assignment, then Seller hereby agrees to waive for all time


any claims that Seller may have concerning the Marks. Seller shall make no further use of the Marks for its own benefit or the benefit of another, nor shall Seller challenge Buyer's use of the Marks after the date of this Assignment.

No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both Seller and Buyer, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. This Assignment may be executed in counterparts.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Agreement to be executed by its respective officer thereunto duly authorized, all as of the day and year first above written.

THINKING PHONE NETWORKS, INC.

By: 
Name: STEVEN ROKNOS
Title: President/CEO

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Agreement to be executed by its respective officer thereunto duly authorized, all as of the day and year first above written.

CONTACTIVE INC. d/b/a KLINK



By: _____
Name: Ignacio Berenguer
Title: President

[Signature Page to Trademark Assignment]